

**WORK SESSION:** A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to discuss the Olson Property and to answer any questions the City Council may have on agenda items. The public is welcome to attend.

## **FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA**

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, November 19, 2013, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

*Meetings of the City Council of Farmington City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.*

The agenda for the meeting shall be as follows:

### **CALL TO ORDER:**

7:00 Roll Call (Opening Comments/Invocation) Pledge of Allegiance

### **REPORTS OF COMMITTEES/MUNICIPAL OFFICERS**

7:05 Executive Summary for Planning Commission held October 24, 2013

### **PRESENTATIONS:**

7:10 Introduction of Chad Boshell, City Engineer

7:15 Presentation of Award for "Certified Business Licensing Official" to Shannon Harper

### **PUBLIC HEARINGS:**

7:20 Silver Leaf Schematic Plan – Jeppson Property

7:40 Annexation of Tanner Property

7:50 Villa Susanna Preliminary (PUD) Master Plan

8:00 Old City Shop Site Rezone Located at 42 North 650 West to "BP"

8:10 Disposal of Surplus Property located at 42 North 650 West

### **PETITIONS AND REQUESTS:**

8:20 Eastwood Cove Final Plat and Development Agreement

8:30 Clark Lane 36" Storm Drain Crossing

**SUMMARY ACTION:**

8:40 Minute Motion Approving Summary Action List

1. Approval of Minutes from October 29, 2013
2. Proposed Hunters Creek Open Space Conservation Easement
3. Proposed Jeppson Annexation
4. Kloberdanz Plat Amendment Proposal for The Grove

**CONSIDERATION OF ORDINANCE/RESOLUTION/AGREEMENTS**

8:45 Resolution Approving the form of the Lease/Purchase Agreement with Zions First National Bank, Salt Lake City, Utah and Authorizing the Execution and Delivery thereof.

**GOVERNING BODY REPORTS:**

9:00 City Manager Report

1. Kestrel Bay Storm Drainage Proposal
2. City Council Orientation – December 4<sup>th</sup>
3. Farmington Canyon Road Closed November 1st

9:15 Mayor Harbertson & City Council Reports

**ADJOURN**

**CLOSED SESSION**

Minute motion adjourning to closed session for potential sale of property and litigation.

DATED this 14th day of November, 2013.

**FARMINGTON CITY CORPORATION**

By: Holly Gadd  
Holly Gadd, City Recorder

**\*PLEASE NOTE:** Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

*In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify Holly Gadd, City Recorder, 451-2383 x 205, at least 24 hours prior to the meeting.*

## CITY COUNCIL AGENDA

For Council Meeting:  
November 19, 2013

### **S U B J E C T: Roll Call (Opening Comments/Invocation) Pledge of Allegiance**

It is requested that City Council Member Jim Young give the invocation/opening comments to the meeting and it is requested that Mayor Scott Harbertson lead the audience in the Pledge of Allegiance.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

## CITY COUNCIL AGENDA

For Council Meeting:  
November 19, 2013

**S U B J E C T:** Executive Summary for Planning Commission held October 24, 2013

### **ACTION TO BE CONSIDERED:**

None

### **GENERAL INFORMATION:**

See enclosed staff report prepared by Eric Anderson.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

JOHN BILTON  
RICK DUTSON  
CORY R. RITZ  
JIM TALBOT  
SID YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, Associate Planner

Date: November 14, 2013

SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION ON OCTOBER 24, 2013

### RECOMMENDATION

No action required.

### BACKGROUND

The following is a summary of Planning Commission review and action on October 24, 2013 [note: five commissioners attended the meeting— Brad Dutson, Brett Anderson, Brigham Mellor, Kris Kaufman and Mack McDonald]:

Item #3. Norm Frost/Ovation Homes (Public Hearing) – Applicant is requesting a recommendation for Schematic/Concept Plan approval for the possible Tanner Planned Unit Development (PUD) consisting of 64 lots and 150 unit assisted living facility on 23.5 acres located at approximately 1800 North and 1350 West. The applicant is also requesting a recommendation for an R Zone designation related thereto. (A-2-13; S-18-13)

*Voted to recommend this item for denial based on the high density of the proposed subdivision coupled with the smaller lot sizes not complying with the General Plan nor the overall character of the surrounding neighborhoods. Additionally, the LDR general plan designation does not anticipate assisted living centers as a use.*

*Vote 5-0*

Item #4. Jerod Jeppson (Public Hearing) – Applicant is requesting a recommendation for Schematic Plan approval for the Silverleaf Subdivision (11 lots) on 3.74 acres located at 1505 North 1500 West, and a request for a recommendation for an R Zone designation related thereto. (A-1-13; S-16-13)

*Voted to recommend this item for approval because the densities being proposed are consistent with the LDR designation. The subdivision is also consistent with the Conservation Subdivision standards for both an LR and R zone designation.*

*Vote: 5-0*

Item #5. Chris Ensign (Public Hearing) – Applicant is requesting a recommendation for Schematic Plan approval for The Farmington Bungalows Subdivision (7 lots) on 2.51 acres located at 361 West State Street in an OTR zone. (S-15-13)

*Voted to table this item so the applicant could continue pursuing various alternative options for the access road and overall layout of the plan.*

*Vote: 5-0*

Item #6. Frank McCullough/Alan Bruun (Public Hearing) – Applicant is requesting a recommendation for Preliminary (PUD) Master Plan approval for the proposed Villa Susanna PUD (3 lots) on .88 acres located at the northeast corner of 1400 North and Main Street in an LR-F zone. (S-14-13)

*Voted to recommend this item for approval based upon the proposed subdivision's compliance to the City's PUD Ordinance and conforming to the minimum lot sizes as set forth in the LR-F Zone.*

*Vote: 5-0*

Item #7. Nick Mingo/Ivory Homes – Applicant is requesting a recommendation for Final Plat approval for the Eastwood Cove Conservation Subdivision (7 lots) on 4 acres located on the SE corner of Glover Lane and the Frontage Road in an LR zone. (S-17-12)

*Voted to recommend this item for approval based upon the proposed subdivision being in compliance to the City's Conservation Subdivision Ordinance and conforming to the minimum lot sizes as set forth in the LR Zone.*

*Vote: 5-0*

Item #8. Phil Squires (Public Hearing) – Applicant is requesting Conditional Use approval for a small barn in a Conservation Easement area located at approximately 1800 West and 600 North in an AE zone. (C-10-13)

*Voted to approve this Conditional Use. The proposed barn is in compliance with all applicable standards as set forth in Chapter 10, the Agricultural Zone.*

*Vote: 5-0*

Item #9. Farmington City – Applicant is requesting a zone text amendment regarding driveways. (ZT-8-13)

*Voted to table this zone text amendment until the applicant can refine the wording.*

*Vote: 5-0*

Respectfully Submitted



Eric Anderson  
Associate Planner

Review & Concur



Dave Millheim  
City Manager

## CITY COUNCIL AGENDA

For Council Meeting:  
November 19, 2013

**S U B J E C T: Introduction of Chad Boshell, City Engineer**

### **ACTION TO BE CONSIDERED:**

None

### **GENERAL INFORMATION:**

Mayor Harbertson will introduce Chad Boshell, the new City Engineer. Holly Gadd will perform the administration of the Oath of Office.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

## CITY COUNCIL AGENDA

For Council Meeting:  
November 19, 2013

**S U B J E C T:** Presentation of Award for “Certified Business Licensing Official” to  
Shannon Harper

### **ACTION TO BE CONSIDERED:**

None

### **GENERAL INFORMATION:**

Mayor Harbertson will present Shannon Harper with a certificate for “Certified Business Licensing Official”.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

## CITY COUNCIL AGENDA

For Council Meeting:  
November 19, 2013

**PUBLIC HEARING:** Silver Leaf Schematic Plan – Jeppson Property

### **ACTION TO BE CONSIDERED:**

1. Hold the public hearing.
2. See staff report for recommendation.

### **GENERAL INFORMATION:**

See enclosed staff report prepared by Eric Anderson.

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# FARMINGTON CITY

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MAYOR

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SID YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council  
From: Eric Anderson, Associate City Planner  
Date: November 12, 2013  
SUBJECT: **SILVERLEAF SCHEMATIC PLAN**

### RECOMMENDATION

Hold a public hearing and approve the Schematic Plan for the Silverleaf Subdivision consisting of 11 lots on 3.74 acres located at 1505 North and 1500 West in a TBD zone subject to all applicable Farmington City ordinances and development standards and the conditions and findings recommended by the Planning Commission on October 24, 2013 as follows:

1. The applicant shall designate 10% of the total land as conservation land *or* obtain a waiver through approval of City Council *or* go through a TDR transaction agreement;
2. The property must be annexed into Farmington City before Final Plat approval;
3. A zoning designation of either R or LR must be approved concurrent to annexation approval;
4. Public improvement drawings, including but not limited to, a grading and drainage plan, shall be reviewed and approved by the Farmington City Works, City Engineer, Storm Water Official, Fire Department, Central Davis Sewer District and Benchland Water.

### Findings for Approval:

1. The LDR (Low Density Residential) designation of the General Plan allows up to 4 dwelling units/acre. The proposed subdivision is at approximately 3 dwelling units per acre and is consistent with the General Plan threshold.
2. The project is consistent with the Conservation Subdivision standards for both an LR and an R zone.
3. Because the schematic plan is meant to be conceptual, the issues brought forward by the different DRC agencies will need to be addressed at a later date, while at the schematic level, these issues bear mentioning but do not require immediate attention.

### BACKGROUND

By resolution, the Farmington City Council on August 20, 2013 accepted a petition for study from the applicant to annex the subject property referenced above. On the 30<sup>th</sup> of August, that petition

for study was certified, and a subsequent 30 day protest period began. On September 29<sup>th</sup> that protest period ended and the City Council could move forward on approving the annexation. However, on October 15, 2013 the annexation was heard before the City Council, but the item was tabled until schematic plan approval. This was done so that the Council can know what the proposed annexed property will look like if all approvals move forward.

As per City policy, if a sponsor of an annexation petition does not request a specific zone designation, the subject property will receive the zone designation of A (Agriculture) upon annexation into the City. However, the applicant is requesting a zone designation of LR (Large Residential) and schematic plan approval for a residential subdivision.

The Haight Creek draw runs along the southern portion of the property. Lots 7 and 8 both back onto the draw and because of the steep slopes attached to these lots, they are larger so that there is enough buildable area in the front portion of the lots to accommodate a dwelling. Under a conservation subdivision, the proposed schematic plan has large enough lot sizes to have an LR zoning designation. Under a conservation subdivision, either 10% conservation land must be set aside and shown or a waiver be obtained through City Council approval or a Transfer of Development Rights transacted through an agreement with the City.

For further information please see the Planning Commission staff report dated October 24, 2013.

Respectively Submitted



Eric Anderson  
Associate City Planner

Concur



Dave Millheim  
City Manager





## CITY COUNCIL AGENDA

For Council Meeting:  
November 19, 2013

### **PUBLIC HEARING:   Annexation of Tanner Property**

### **ACTION TO BE CONSIDERED:**

1.     Hold the public hearing.
2.     Table action regarding the annexation of the Tanner Property until the City Council is able to concurrently consider a schematic plan designation for said property.

### **GENERAL INFORMATION:**

See enclosed staff report prepared by David Petersen.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



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JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: November 13, 2013

SUBJECT: **TANNER ANNEXATION PUBLIC HEARING  
(APPLICATION A-2-13)**

### RECOMMENDATION

Hold a public hearing and table action regarding the annexation of the Tanner property until the City Council is able to concurrently consider a schematic plan and zone designation for said property.

### BACKGROUND

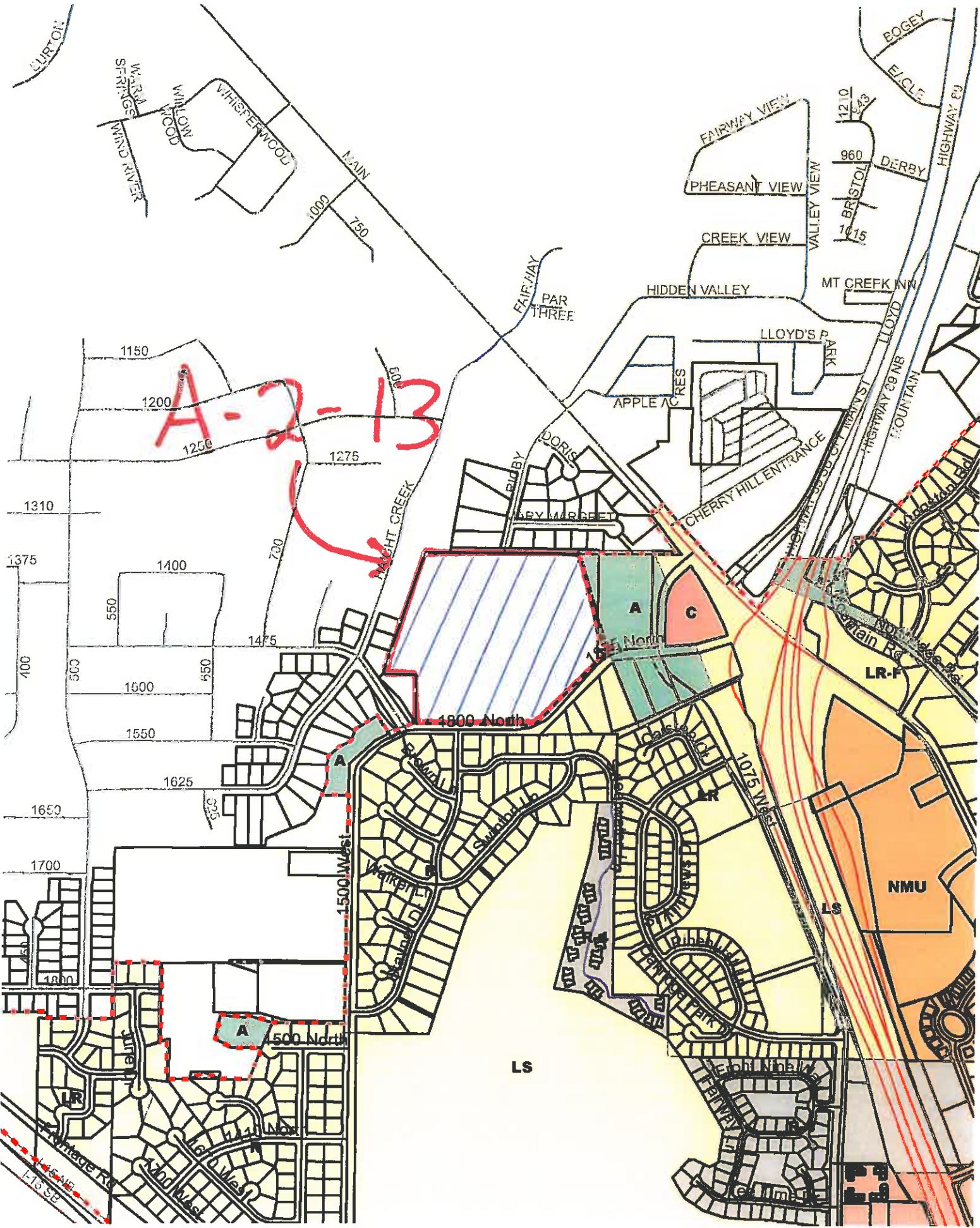
As per City policy, if a sponsor of an annexation petition does not request a specific zone designation, the subject property will receive the zone designation of A (Agriculture) upon annexation into the City. The sponsor of the Tanner petition is requesting a zone designation of R (Residential) or LR (Large Residential) and schematic plan approval for a residential subdivision related thereto. This request is currently under review by the Planning Commission. Notwithstanding this, if the Council chooses to approve the annexation, regardless of the zone designation and subdivision process now under way, the City must annex the property within 30 days of this action pursuant to State Law. Such a scenario is onerous as it will require that the applicant begin the zoning and subdivision process all over again if annexed now.

Respectively Submitted

David Petersen  
Community Development Director

Review and Concur

Dave Millheim  
City Manager



## CITY COUNCIL AGENDA

For Council Meeting:  
November 19, 2013

**PUBLIC HEARING:** Villa Susanna Preliminary (PUD) Master Plan

### **ACTION TO BE CONSIDERED:**

1. Hold the public hearing.
2. See staff report for recommendation.

### **GENERAL INFORMATION:**

See enclosed staff report prepared by Eric Anderson.

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DAVE MILLER  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, Associate City Planner

Date: November 12, 2013

SUBJECT: **VILLA SUSANNA PRELIMINARY PUD MASTER PLAN**

### RECOMMENDATION

Approve the Preliminary PUD Master Plan for the Villa Susanna Conservation Subdivision consisting of 3 lots on .88 acres located at the northeast corner of 1400 North and Main Street in an LR-F zone subject to all applicable Farmington City ordinances and development standards and the conditions and findings recommended by the Planning Commission on October 24, 2013 as follows:

1. The developer shall record a reciprocal access easement common to all three lots at least 20 feet; in width, this must also be shown on the final plat;
2. Final building elevations and landscaping plan/common area layout shall be reviewed and approved by the Planning Commission and City Council concurrent with the consideration of the Final (PUD) Master Plan and Final Plat for the PUD;
3. The front steps on Main Street shall be preserved;
4. Public improvement drawings, including a grading and drainage plan, shall be reviewed and approved by the Farmington City Public Works, City Engineer, Storm Water Official, Fire Department, Central Davis Sewer District and Benchland Water;
5. The property owner will work with the City traffic engineer to take all reasonable safety precautions that could be placed on 1400 North from the common access drive of the Villa Susanna subdivision.
6. The decorative wall will blend with the current landscaping and will be maintained throughout time.

### Findings for Approval:

1. The proposed schematic subdivision is in substantial compliance with all subdivision and zoning requirements for a schematic subdivision approval including:
  - a. A completed application;
  - b. Minimum lot sizes as set forth in the LR-F zone;
  - c. Description and preliminary layout of utilities and other services required;

2. The proposed subdivision is desirable in that the platting of the property in this area will provide a cleaner description and record of the properties and residences in the subject area.
3. The proposed Schematic Plan submittal is consistent with all necessary requirements for a Schematic Plan as found in Chapter 3 of the City's Subdivision Ordinance.
4. The motion ensures that building will appropriately front Main Street and 1400 North and not compromise the appearance of the corridor.
5. By preserving the steps, an historical reminder will remain of the church that existed on the site, this meets the goals of the General Plan.

## **BACKGROUND**

The applicant will need to provide access to lot 2, and will need to show a perpetual easement on the Final Plat before approval. The applicant is requesting a waiver of the open space requirement, the value of which will have to be determined by the City Manager and approved by the City Council prior to Final Plat. The applicant is also requesting a waiver of the City's setback requirements. For further information please see the Planning Commission staff report dated October 24, 2013.

Respectively Submitted



Eric Anderson  
Associate City Planner

Concur



Dave Millheim  
City Manager



# Farmington City



Source: Aerial Map, 2020. City of Farmington, CT.  
© 2020 City of Farmington, CT.

# Schematic Design Proposal

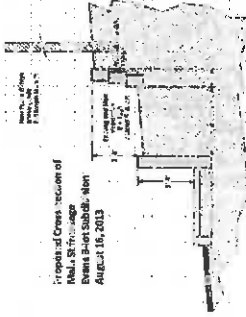
for Farmington City  
August 20, 2013

MIKE EVANS 3 LOT



## DESCRIPTION

THIS SITE PLAN SHOWS THE PROPOSED LAYOUT OF THE MIKE EVANS 3 LOT DEVELOPMENT. THE PROPOSED LAYOUT IS BASED ON THE EXISTING LOT LINES AND THE PROPOSED BUILDING FOOTPRINTS. THE PROPOSED BUILDING FOOTPRINTS ARE SHOWN WITH SETBACKS FROM THE LOT LINES. THE PROPOSED BUILDING FOOTPRINTS ARE SHOWN WITH SETBACKS FROM THE LOT LINES. THE PROPOSED BUILDING FOOTPRINTS ARE SHOWN WITH SETBACKS FROM THE LOT LINES.



Aerial Photo of Development  
Main Street  
August 15, 2013

Underlying Base Map by:

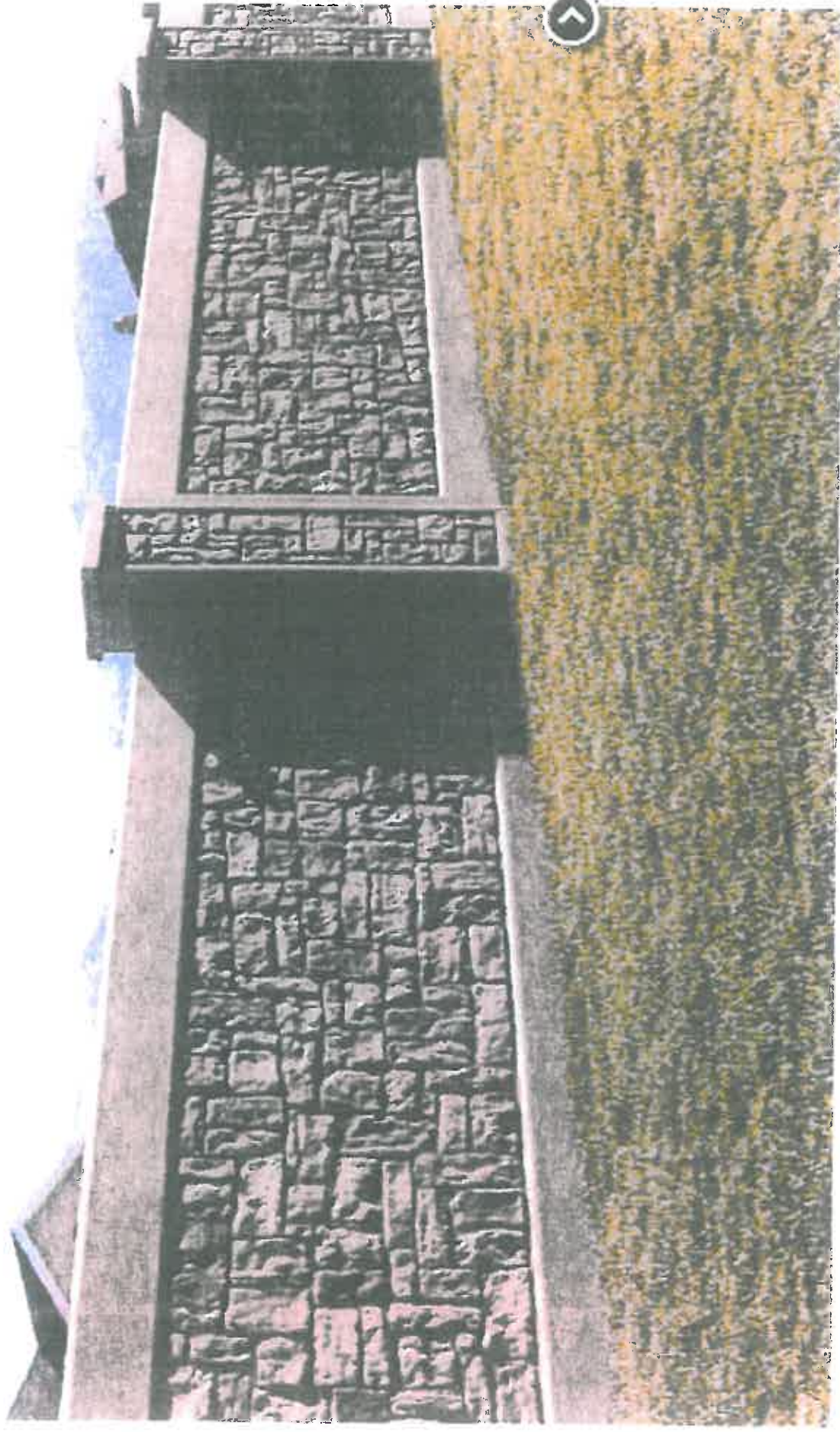
**HILL & ARGYLE, Inc.**  
Engineering and Surveying  
1000 N. 1st St., Suite 100  
Farmington, CT 06030  
Tel: 860.676.1234  
Fax: 860.676.1235  
www.hillandargyle.com

Lot Lines, Access Easement, Setbacks, Dwelling placement  
and Main St Cross-section added by Owner, August 20, 2013









textured concrete wall

## CITY COUNCIL AGENDA

For Council Meeting:  
November 19, 2013

**PUBLIC HEARING:** Old City Shop Site Rezone Located at 42 North 650 West to "BP"

### **ACTION TO BE CONSIDERED:**

1. Hold the public hearing.
2. Approve the enclosed ordinance re-zoning the old City shop site (approx. 2.3 acres) from A to BP as recommended by the Planning Commission.

### **GENERAL INFORMATION:**

See enclosed staff report prepared by David Petersen.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



# FARMINGTON CITY

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DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: November 13, 2013

SUBJECT: **OLD CITY SHOP SITE RE-ZONE  
(APPLICATION Z-4-13)**

### RECOMMENDATION

Hold a public hearing and approve the enclosed ordinance re-zoning the old City shop site (approx. 2.3 acres) from A to BP as recommend by the Planning Commission.

#### Findings

1. The proposed rezone is consistent with the General Plan [note: the general plan designation for this site is "O/BP" (Office/Business Park);
2. It will allow the future owner of the southerly portion of the property to pursue a use consistent with the BP zone whereas the Agriculture zoning does not.
3. The remaining northerly portion of the property will also receive the BP zone designation, and this is consistent with City plans because "public uses" are also conditional use in this zone.

### BACKGROUND

The City initially obtained the property for purposes of building a public works/parks and recreation facility. City ordinances allow "public uses" as a conditional use in the A zone. The City is currently leasing the property to CenterCal. Now the City desires to sell the southerly portion of the property which contains the building and parking lot to a third party and retain the northerly part for its own purposes. Said third party is not a public entity and desires a zone designation consistent with the intended future use of the land.

Respectively Submitted

David Petersen  
Community Development Director

Review and Concur

Dave Millheim  
City Manager

**FARMINGTON, UTAH**

**ORDINANCE NO. 2013 -**

**AN ORDINANCE AMENDING THE ZONING MAP TO SHOW  
A CHANGE OF ZONE FOR PROPERTY LOCATED AT 42  
NORTH 650 WEST FROM A TO BP.**

**WHEREAS**, the Farmington City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed zoning change pursuant to the Farmington City Zoning Ordinance and has found it to be consistent with the City's General Plan; and

**WHEREAS**, a public hearing before the City Council of Farmington City was held after being duly advertised as required by law; and

**WHEREAS**, the City Council of Farmington City finds that such zoning change should be made;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of Farmington City, Utah:

**Section 1. Zoning Change.** The property described in Application # Z-4-13, filed and located 42 North 650 West Street (2.3 acres), is hereby reclassified from zone A to zone BP, said property being more particularly described on Exhibit "A" attached hereto.

**Section 2. Zoning Map Amendment.** The Farmington City Zoning Map shall be amended to show the change.

**Section 3. Effective Date.** This ordinance shall take effect immediately upon final passage by the City Council.

**DATED** this 19th day of November, 2013.

**FARMINGTON CITY**

\_\_\_\_\_  
Scott C. Harbertson  
Mayor

**ATTEST:**

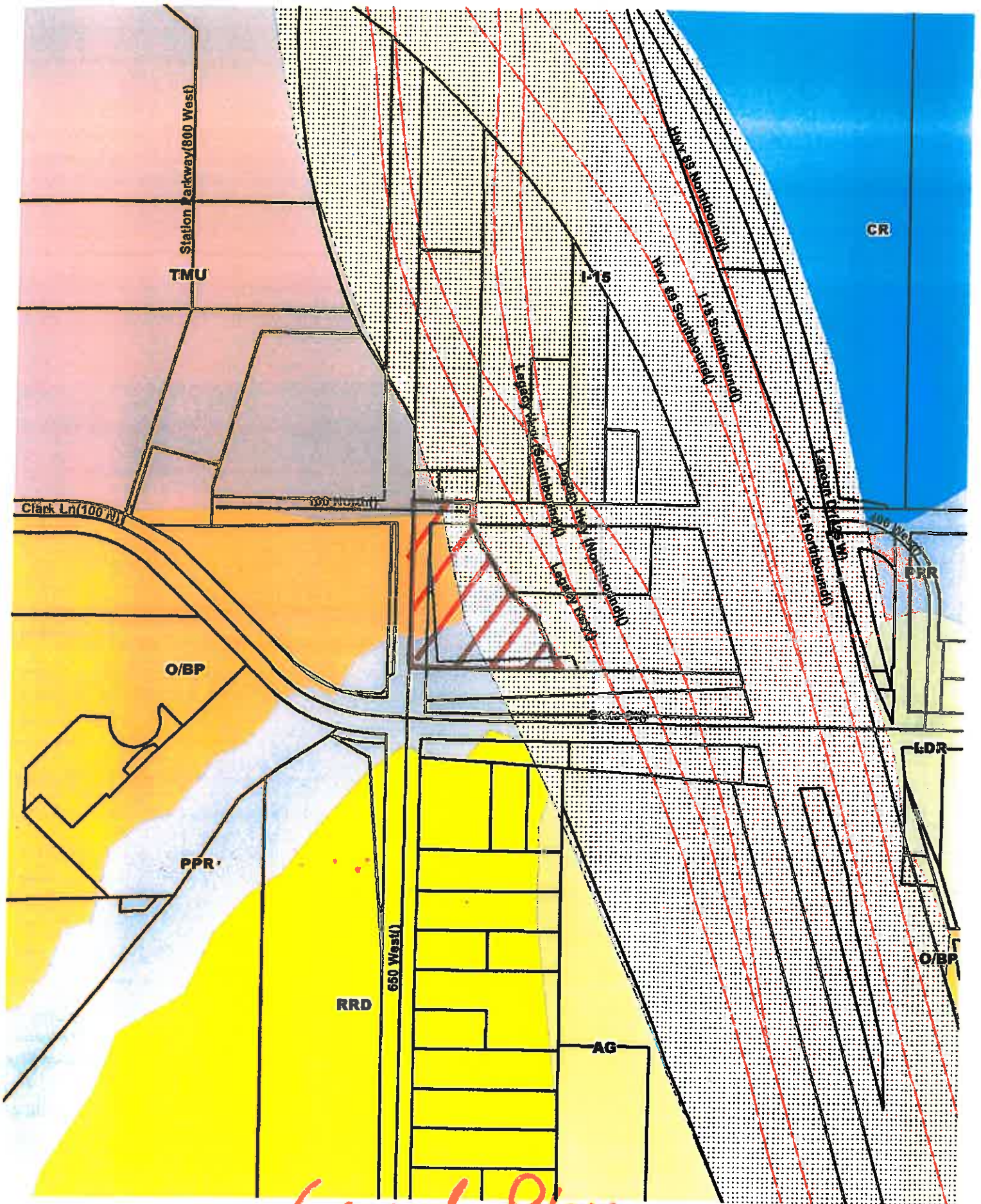
\_\_\_\_\_  
Holly Gadd  
City Recorder

## **EXHIBIT "A"**

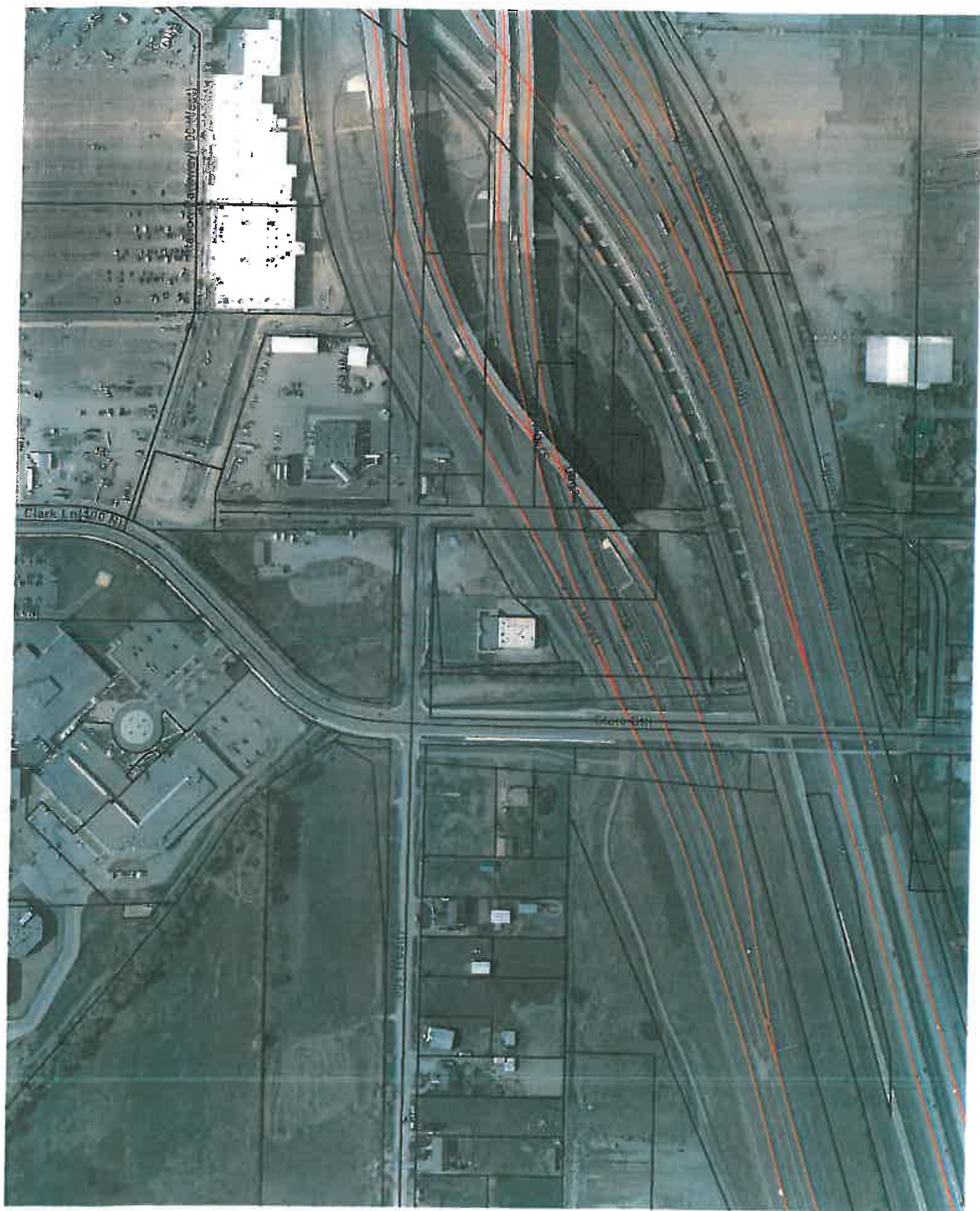
### **Legal Description of Property**



Vicinity Plan/Zoning Map



General Plan



## CITY COUNCIL AGENDA

For Council Meeting:  
November 19, 2013

**PUBLIC HEARING:** Disposal of Surplus Property located at 42 North 650 West

### **ACTION TO BE CONSIDERED:**

1. Hold the public hearing.
2. Approve the disposal of surplus property held by the City.

### **GENERAL INFORMATION:**

See enclosed staff report prepared by Eric Anderson.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



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DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council  
From: Eric Anderson, Associate City Planner  
Date: November 14, 2013  
SUBJECT: **DISPOSAL OF SURPLUS PROPERTY (THE OLD CITY SHOP SITE)**

### RECOMMENDATION

Hold a public hearing and approve the disposal of surplus property held by the City.

### BACKGROUND

The City is selling the property of the Old City Shop site located at 42 North and 650 West as part of a sale exchange agreement. This transaction is a major component in the acquisition of land for the City's proposed regional park. The City is concurrently in the process of acquiring subdivision approval for a two-lot metes and bounds subdivision of the property in question. The disposal of surplus property is the southerly portion or 1.54 acres. The City will retain the northern .76 acres.

Respectively Submitted

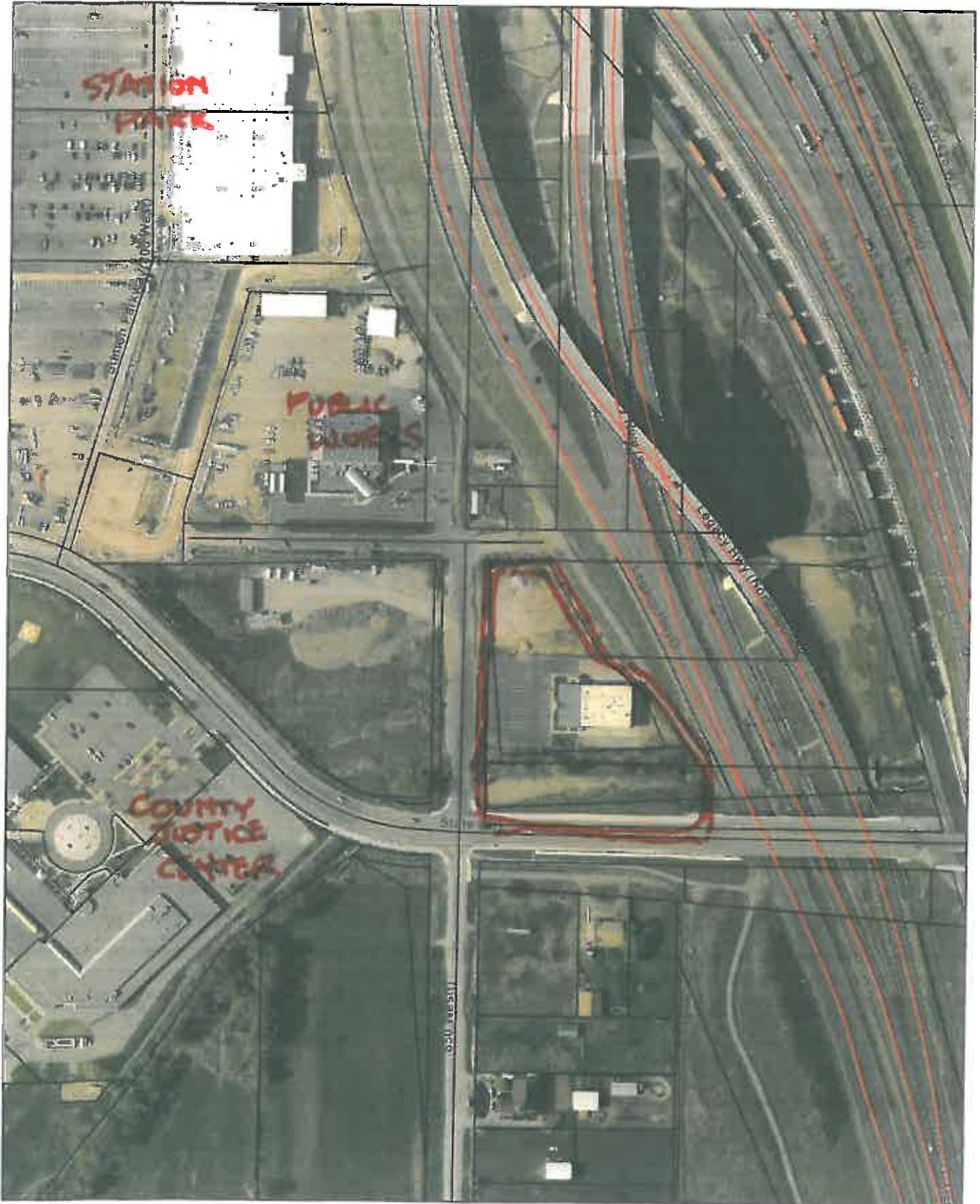
Eric Anderson  
Associate City Planner

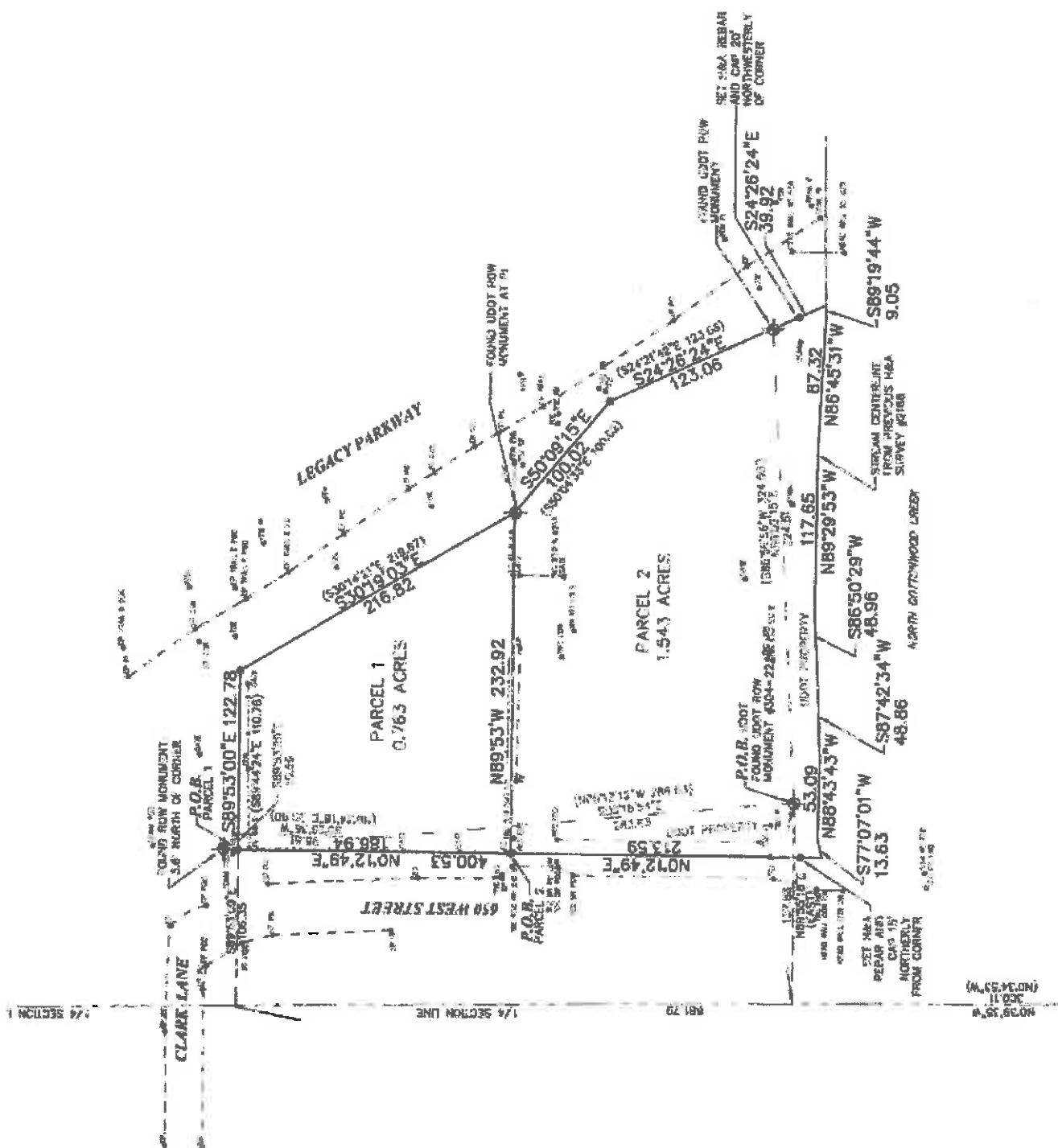
Concur

Dave Millheim  
City Manager



# Farmington City





## CITY COUNCIL AGENDA

For Council Meeting:  
November 19, 2013

**S U B J E C T:** Eastwood Cove Final Plat and Development Agreement

### **ACTION TO BE CONSIDERED:**

See enclosed staff report for recommendation.

### **GENERAL INFORMATION:**

See enclosed staff report prepared by Eric Anderson.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



# FARMINGTON CITY

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CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, Associate City Planner

Date: November 12, 2013

SUBJECT: **EASTWOOD COVE FINAL PLAT AND DEVELOPMENT AGREEMENT**

### RECOMMENDATION

Approve the Final Plat for the Eastwood Cove Conservation Subdivision consisting of 7 lots on 4 acres located at the southeast corner of Glover Lane and the Frontage Road in an LR zone subject to all applicable Farmington City ordinances and development standards and the conditions and findings recommended by the Planning Commission on October 24, 2013 as follows:

1. The applicant makes just compensation through approval of a development agreement to the City for use of the City's detention basin for stormwater storage as determined by the City Engineer;
2. The City Council approves waivers of Sections 11-12-100(b) and (d) through a vote of not less than (4) members as determined by Section 11-12-065, and the applicant provides just compensation to the City as determined by the City Manager for said waivers;
3. Approval will lapse in 30 days if the parties haven't agreed on the detention basin cost sharing price.

### Findings for Approval:

1. The proposed Final Plat is in substantial compliance with all subdivision and zoning requirements for a Final Plat approval or the Developer has requested a waiver of requirements, including ;
  - a. Minimum lot sizes as set forth in the LR zone;
  - b. Description and preliminary layout of utilities and other services required.
2. The proposed Final Plat submittal is consistent with all necessary requirements for a Final Plat as found in Chapter 6 of the City's Subdivision Ordinance.
3. The property is too small to meet the requirements of Sections 11-12-100 (b) and (d).
4. The development agreement sets the terms for the developer's use of the City's detention basin.

## BACKGROUND

The applicant, Ivory Homes, is requesting a recommendation for Final Plat approval for a 7-lot Conservation Subdivision on property located at the SE corner of Glover Lane and the Frontage Road. The subdivision as proposed would consist of seven lots total on four acres of property. The underlying zone for this property is an LR zone, on which Ivory Homes is proposing a conservation subdivision which allows smaller lot sizes with an open space provision. The City has approved a waiver of the open space requirement for a conservation subdivision under Section 11-12-065 of the Zoning Ordinance. A "Memo of Understanding for Eastwood Cove Open Space Compensation" between Ivory Development and the City has been recorded in exchange for the waiver.

The development agreement allows the applicant to use the City's detention basin and establishes the terms for that basin's use. This development agreement is to be reviewed by the City Council concurrent to Final Plat.

For further background information please see the Planning Commission staff report dated October 24, 2013.

Respectively Submitted

A blue ink signature of Eric Anderson, consisting of a stylized 'E' followed by a horizontal line.

Eric Anderson  
Associate City Planner

Concur

A blue ink signature of Dave Millheim, written in a cursive style.

Dave Millheim  
City Manager

**DEVELOPMENT AGREEMENT  
FOR THE  
EASTWOOD COVE CONSERVATION SUBDIVISION**

**THIS DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2013, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **IVORY HOMES (NICK MINGO)**, a Utah Limited Liability Company, hereinafter referred to as the "Developer."

**RECITALS:**

A. Developer owns approximately 4.40 acre of land located within the City, which property is more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property").

B. Developer desires to develop a project on the Property to be known as the Eastwood Cove Conservation Subdivision (the "Project"). Developer has submitted an application to the City seeking approval of the Project as a conservation subdivision in accordance with the City's Laws.

C. Developer received approval of a Final Plat for the Project from the Farmington City Council on \_\_\_\_\_ 2013, which approval is subject to a number of conditions. The Final Plat provides for the development of seven detached single-family residential lots.

D. The Property is presently zoned under the City's zoning ordinance as LR. The Property is subject to all City ordinances and regulations including the provisions of the City's General Plan, the City's zoning ordinances, the City's engineering development standards and specifications and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively, the "City's Laws").

E. Persons and entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with the City's Laws, and the provisions set forth in this Agreement. This Agreement contains certain requirements and conditions for design and/or development of the Property and the Project in addition to those contained in the City's Laws.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.

2. **Final Plat.** In connection with the City's review and approval of this Agreement, the City has simultaneously held all public hearings necessary for the lawful approval of the

Final Plat. The Final Plat, attached hereto as **Exhibit "B,"** has been approved by the City, and by this reference shall be made a part hereof. The Property shall be developed by the Developer and/or any subsequent developers as a conservation subdivision in accordance with the approved Final Plat and all conditions of approval of the Final Plat as approved by the City Council.

3. **Development of the Project.** All portions of the Project must be developed in strict accordance with the approved Final Plat for the Project and any conditions of approval related thereto. No amendments or modifications to the approved Final Plat for any portion of the Project shall be made by the Developer or any subsequent developers without the written consent of the City. The Project shall be developed by Developer and/or Developer's successors and assigns in accordance with all of the requirements contained herein.

4. **Storm Water Detention.** The Developer is required to detain storm-water for the Project as determined by the City's Engineer. Such detention shall occur off-site in a City owned and maintained detention basin that shall be constructed by the City now or in the future. Prior to the recordation of the Final Plat, Developer shall provide a cash payment to the City for a portion of the cost of said off-site basin equal to the cost of a basin (improvement costs and land value) sized for the Project had the City required the Developer to construct such a detention basin on-site. The City and Developer shall mutually agree to amount of the cash payment, and the cost thereof shall be included as part of the overall public improvement cost estimate prepared by the City Engineer for the Project. Said cash payment is for Project costs only, and the Developer must pay all storm water and other impact fees due and owing to the City for the Project as set forth in Paragraph 5 below. Developer shall convey storm water for the Property as shown on the final improvement drawings for the Project. It shall be the City's responsibility to contain said storm-water off-site concurrent with or after the Project is complete.

5. **Payment of Fees.** The Developer shall pay to the City all required fees in a timely manner. Fees shall be paid in those amounts which are applicable at the time of payment of all such fees, pursuant to and consistent with standard City procedures and requirements adopted by City either formally or through established practice.

6. **City Obligations.** Subject to Developer complying with all of the City's Laws and the provisions of this Agreement, the City agrees to maintain the public improvements dedicated to the City following satisfactory completion thereof and acceptance of the same by the City and to provide standard municipal services to the Project including, but not limited to, water service, police and fire protection, subject to the payment of all fees and charges charged or levied therefor by the City.

7. **Indemnification and Insurance.** Developer hereby agrees to indemnify and hold the City and its officers, employees, representatives, agents and assigns harmless from any and all liability, loss, damage, costs or expenses, including attorneys fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to property of any person which shall occur within the Property or any portion of the Project or occur in connection with any off-site work done for or in connection with the Project or any phase thereof which shall be caused by any acts or omissions of the Developer or its assigns or of any of their agents, contractors, servants, or employees at any time. Developer shall furnish, or cause to be furnished, to the City a satisfactory certificate of

insurance from a reputable insurance company evidencing general public liability coverage for the Property and the Project in a single limit of not less than One Million Dollars (\$1,000,000) and naming the City as an additional insured.

8. **Right of Access.** Representatives of the City shall have the reasonable right of access to the Project and any portions thereof during the period of construction to inspect or observe the Project and any work thereon.

9. **Assignment.** The Developer shall not assign this Agreement or any rights or interests herein without giving prior written notice to the City. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment.

10. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To Developer: Ivory Development  
Attn: Nick Mingo  
978 E Woodoak Lane  
Murray, UT 84117

To the City: Farmington City  
Attn: City Manager  
160 South Main Street  
Farmington, Utah 84025

11. **Default.** In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within thirty (30) days after giving written notice of default, the non-defaulting party may, at its election, have the following remedies:

a. All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages.

b. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.

c. The right to draw upon any security posted or provided in connection with the Project.

d. The right to terminate this Agreement.

e. The rights and remedies set forth herein shall be cumulative.

12. **Attorneys' Fees.** In the event of any lawsuit between the parties hereto arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing

party or parties shall be entitled, in addition to the remedies and damages, if any, awarded in such proceeding, to recover their costs and a reasonable attorneys fee.

13. **Entire Agreement.** This Agreement together with the Exhibits attached thereto and the documents referenced herein, and all regulatory approvals given by the City for the Property and/or the Project, contain the entire agreement of the parties and supersede any prior promises, representations, warranties or understandings between the parties with respect to the subject matter hereof which are not contained in this Agreement and the regulatory approvals for the Project, including any related conditions.

14. **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

15. **Non-Liability of City Officials, Employees and Others.** No officer, representative, agent, or employee of the City shall be personally liable to the Developer, or any successor-in-interest or assignee of the Developer in the event of any default or breach by the City or for any amount which may become due Developer, or its successors or assigns, for any obligation arising under the terms of this Agreement unless it is established that the officer, representative, agent or employee acted or failed to act due to fraud or malice.

16. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

17. **No Third-Party Rights.** The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City. The parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.

18. **Recordation.** This Agreement shall be recorded by the City against the Property in the office of the Davis County Recorder, State of Utah.

19. **Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties hereto.

20. **Termination.** Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the Project is not completed within three (3) years from the date of this Agreement or in the event the Developer does not comply with the City's Laws and the provisions of this Agreement, the City shall have the right, but not the obligation at the sole discretion of the City, which discretion shall not be unreasonably applied, to terminate this Agreement and/or to not approve any additional phases for the Project. Such termination may be effected by the City by giving written notice of intent to terminate to the Developer set forth herein. Whereupon, the Developer shall have sixty (60) days during which the Developer shall be given an opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. In the event Developer fails to satisfy the concerns of the City with regard to such matters, the City shall be released from any further obligations under this Agreement and the same shall be terminated.

21. **Severability.** If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

22. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

**"CITY"**

**FARMINGTON CITY**

ATTEST:

\_\_\_\_\_  
Holly Gadd  
City Recorder

By: \_\_\_\_\_  
Scott C. Harbertson  
Mayor

**"DEVELOPER"**

**IVORY DEVELOPMENT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF UTAH )  
 ) ss.  
COUNTY OF DAVIS )

**Notary Public**

\_\_\_\_\_

STATE OF UTAH )  
 : ss.  
COUNTY OF DAVIS )

**Notary Public**

---

# Exhibit A

## BOUNDARY DESCRIPTION

Beginning at a point on the south line of Glover's Lane as defined in a Quit Claim Deed recorded on February 1, 1977 in the office of the Davis County Recorder as Entry no. 453208, in Book 634 at Page 734, said point being South 89°43'20" West 1550.91 feet along the quarter section line and South 722.37 feet from the Center of Section 30, Township 3 North, Range 1 East, Salt Lake Meridian, and running:

Thence South 541.45 feet along the line defined in the aforementioned Quit Claim Deed;

Thence West 416.38 feet;

Thence North 10.00 feet to the east line of the frontage road as conveyed to the State Road Commission of Utah by Warranty Deed recorded in Book 393 at Page 500 of the records of Davis County;

Thence North 30°09'00" East 25.00 feet along the east line of the aforementioned frontage road;

Thence northerly 449.52 feet along the arc of a 866.51 foot radius curve to the left, (center bears North 59°51'00" West and long chord bears North 15°08'00" East 444.40 feet, with a central angle of 30°00'00") along the east line of the aforementioned frontage road;

Thence North 3°09'00" East 82.00 feet along the east line of the aforementioned frontage road to the south line of Glover's Lane;

Thence South 89°46'31" East 286.48 feet along the south line of Glover's Lane to the point of beginning.

Contains 175,526 square feet, 4.030 acres.

# Exhibit B

**EASTWOOD COVE A CONSERVATION SUBDIVISION**

THE CITY OF SAN FRANCISCO  
DEPARTMENT OF PUBLIC WORKS  
STREETS AND HIGHWAYS DIVISION

**PROPERTY DATA**

APPLICANT: [Name]

PROJECT: [Name]

DATE: [Date]

**PROJECT DESCRIPTION**

[Description text]

**APPROVALS**

City Engineer: [Signature]

City Attorney: [Signature]

City Manager: [Signature]

**NOTES**

[Notes text]

**EASTWOOD COVE A CONSERVATION SUBDIVISION**

[Additional project details]

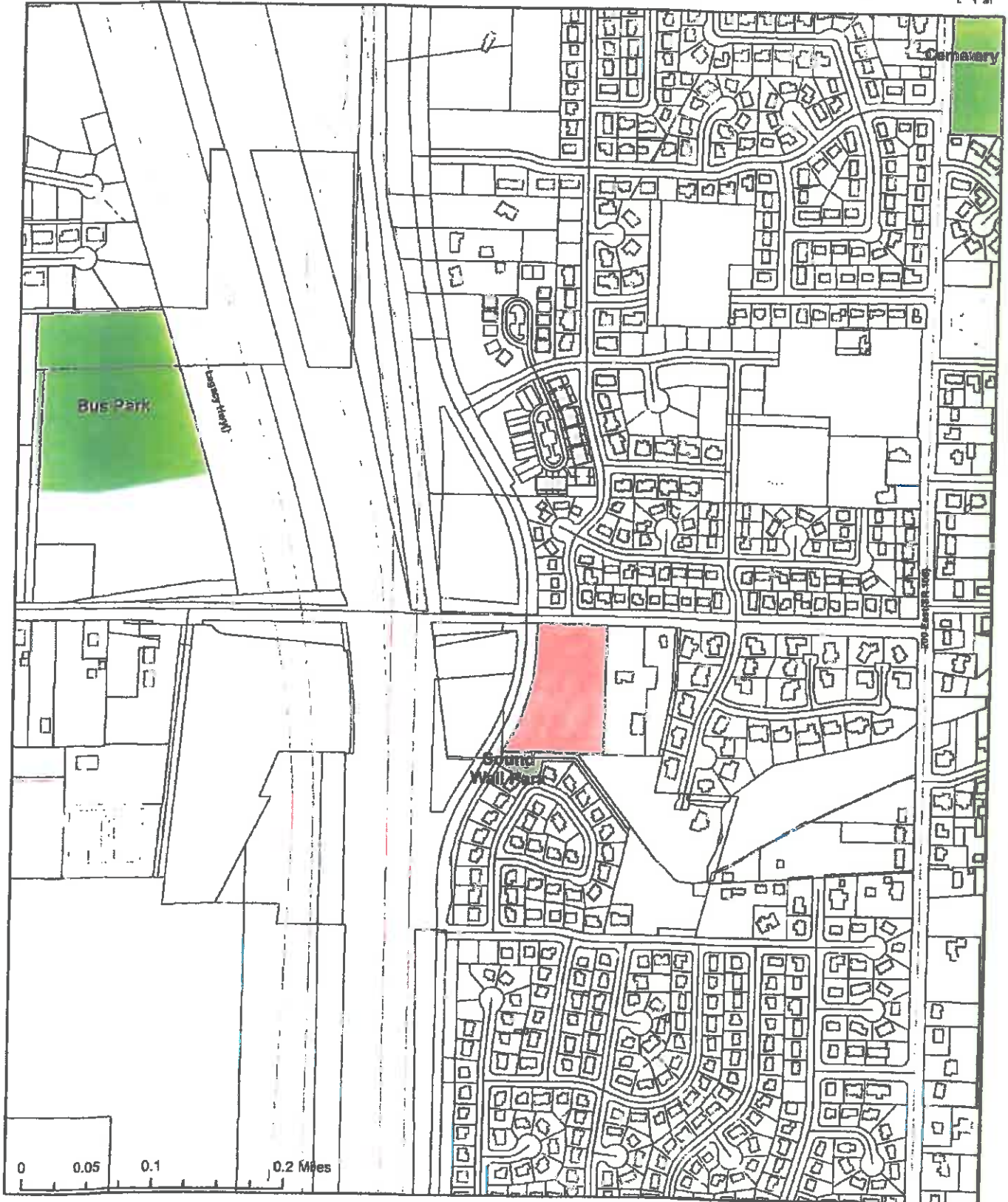
**ADDITIONAL INFORMATION**

[Additional information text]



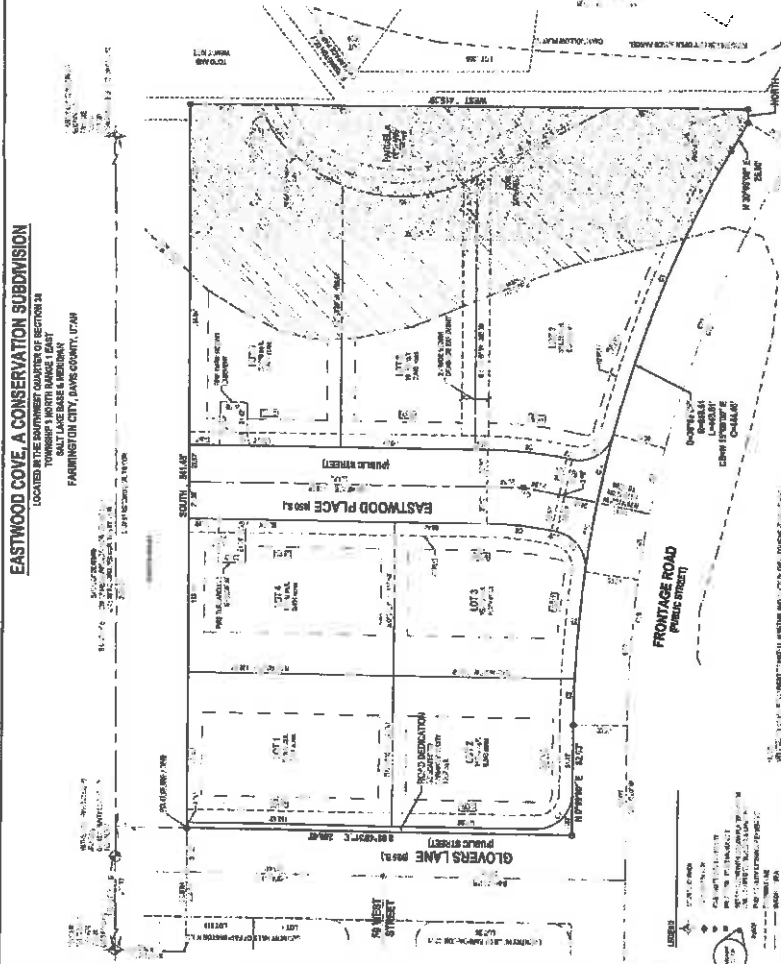
Eastwood

# ~~Glover~~ Cove Subdivision - Vicinity Map



# EASTWOOD COVE, A CONSERVATION SUBDIVISION

LOCATED IN THE EASTWOOD QUARTER OF SECTION 14  
TOWNSHIP 3 NORTH RANGE 1 EAST  
SALT LAKE BASIN & MERRICK  
FARMINGTON CITY, DAVIS COUNTY, UTAH



TABLE

LOT	AREA (AC)	AREA (SQ. FT.)	AREA (SQ. YD.)
1	0.10	6,913	1,500
2	0.10	6,913	1,500
3	0.10	6,913	1,500
4	0.10	6,913	1,500
5	0.10	6,913	1,500
6	0.10	6,913	1,500
7	0.10	6,913	1,500
8	0.10	6,913	1,500
9	0.10	6,913	1,500
10	0.10	6,913	1,500
TOTAL	1.00	69,130	15,000



**CONSERVATION CERTIFICATE**

**CONSERVATION DESCRIPTION**

**CONSERVATION INFORMATION**

**EASTWOOD COVE, A CONSERVATION SUBDIVISION**

**UNITED LANDLORD COMPANY ACKNOWLEDGMENT**

**ACKNOWLEDGMENT**

**EASTWOOD COVE, A CONSERVATION SUBDIVISION**

FOR THE CITY OF FARMINGTON, UTAH

**PLANNING COMMISSION APPROVAL**

**CITY COUNCIL APPROVAL**

**CITY CLERK APPROVAL**

**PLANNING COMMISSION APPROVAL**

**CITY COUNCIL APPROVAL**

**CITY CLERK APPROVAL**

**PLANNING COMMISSION APPROVAL**

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**CITY COUNCIL APPROVAL**

**CITY CLERK APPROVAL**

**PLANNING COMMISSION APPROVAL**

**CITY COUNCIL APPROVAL**

**CITY CLERK APPROVAL**



## FARMINGTON CITY

E 2727419 S 5122 P 146-148  
RICHARD T. HARRINGTON  
DAVIS COUNTY, UTAH RECORDER  
03/19/2013 11:40 AM  
FEE \$14.00 PAGE 1  
DEP PTT REC'D FOR FARMINGTON CITY  
CDP

SCOTT C. HARRINGTON  
MAYOR

JOHN BILTON  
NELSON MICHAELSON  
COREY R. RILEY  
JIM TALBOT  
JAMES YOUNG  
CITY COUNCIL

DAVE MULLIN  
CITY MANAGER

07-059-0013

Date: February 25, 2013  
To: Farmington City Council  
RE: Memo of Understanding for Eastwood Cove Open Space Compensation

RECEIVED  
MAR 19 2013

Ivory Homes is developing a 7-lot subdivision under the conservation subdivision section of the Farmington City Zoning Ordinance in order to allow them to have some lots that are less than the minimum lot size in the LR zone. In order to reduce the minimum lot size, they are required to set aside 10% of the 4.4 acre property, or .44 acres, as open space with a conservation easement placed upon the property.

It is agreed that a .44 acre conservation easement has little or no value to the City. It is therefore understood that the requirement for a conservation easement will be waived under Section 11-12-065 of the Zoning Ordinance in exchange for the following comparable compensation:

1. The Davis Creek Trail will be relocated to follow the natural contours of the property as shown on Exhibit "A" attached;
2. The property which includes the trail, the land between the trail and the southerly property line of the subdivision, and a ten foot (10') buffer to the north of the trail, totaling approximately .26 acres, as shown on Exhibit "A", will be deeded to the City in fee title with the recording of the subdivision plat;
3. The trail will be built with a compacted road base surface to a width of ten feet (10') by the developer;
4. A 3-rail fence will be constructed by the developer following the boundary of the property deeded to the City on the north side of the trail.
5. The developer will clean out deadfall and damaged trees within the deeded property.
6. An easement restricting the cutting of live trees within one hundred feet (100') of the south subdivision property line will be placed on the recorded plat as shown on Exhibit "A". The area included in this easement is approximately .9 acres.

Scott C. Harrington, Mayor

Holly Gadd  
Attest: Holly Gadd

Nick Mingo, Ivory Homes  
Chris Gamvoulas, President  
Ivory Development



NO SMOKING  
BY THE  
FIRE  
Hazardous  
to Health  
& Property  
No Smoking  
By the Fire





**EXHIBIT A**

**File Number 64867-PF**

Beginning 4.40 chains West of the Northeast corner of Block 17, William Glover's Survey, said Northeast corner of Block 17 being 19.40 chains West and 3.47 chains South from the Northeast corner of the Southwest quarter of Section 30, Township 3 North, Range 1 East, Salt Lake Meridian and running thence West 287.20 feet to the Easterly line of a frontage road as conveyed to State Road Commission by Warranty Deed recorded in Book 396 at Page 500 of official records; thence South 0°09' West 82.0 feet, more or less, to point of tangency with a 858.51 foot radius curve to the right; thence Southwesterly 448.51 feet along the arc of said curve; thence South 30°08' West 25 feet; thence South 10 feet, more or less; thence East 6.25 chains; thence North 8.0 chains, more or less, to the point of beginning.

**LESS AND EXCEPTING** any portion lying East of the following described centerline:

Beginning on the South line of Glover's Lane at a point South 89°43'20" West 1435.91 feet along the quarter section line and South 227.13 feet and West 155.0 feet along the South line of Glover's Lane from the Northeast corner of the Southwest quarter of Section 30, Township 3 North, Range 1 East, Salt Lake Meridian and running thence South 528.0 feet.

Parcel Identification Number 07-059-0013 (for reference purposes only)

## CITY COUNCIL AGENDA

For Council Meeting:  
November 19, 2013

**S U B J E C T: Clark Lane 36" Storm Drain Crossing**

### **ACTION TO BE CONSIDERED:**

Recommend that the City Council authorize the expenditure of \$53,235.00 paid from the Storm Drain Enterprise Fund account number 54-402-650.

### **GENERAL INFORMATION:**

See enclosed staff report prepared by Walt Hokanson.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

JOHN BILTON  
CORY R. RITZ  
CINDY ROYBAL  
JIM TALBOT  
JAMES YOUNG  
CITY COUNCIL

DAVE MULLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council  
From: Walt Hokanson, Public Works Director  
Date: November 7, 2013

**SUBJECT: CLARK LANE 36" STORM DRAIN CROSSING**

### RECOMMENDATION


Recommend that the City Council authorize the expenditure of \$53,235.00 paid from the Storm Drain Enterprise Fund account number 54-402-650.

### BACKGROUND

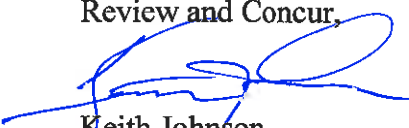
The City Council approved the realignment of Clark Lane also known as the Swoop. As per the new Storm Drain Master Plan a new 36" storm drain pipe needs to be installed across Clark Lane just east of the UTA trail crossing. The construction of the Swoop will begin next spring and the pipe has to be in before construction begins. We recommend the contract be awarded to the low bidder which is Kapp Construction. The contract is for the installation of the pipe. The City is paying for the pipe. We ask that the contract be awarded as soon as possible as we are trying to beat the winter weather. Attached are copies of the three bids that the City received.

We budgeted to spend \$300,000 from this account but did not know what projects would be done. This is from the Storm Drain enterprise operating budget. This project was not on the current impact fee list, so that is why the funds are coming from the operating budget.

Respectfully Submitted,

  
Walt Hokanson,  
Public Works Director

Review and Concur,

  
Keith Johnson,  
Assistant City Manager

**PROPOSAL**

**KAPP CONSTRUCTION  
A UTAH LICENSED GENERAL CONTRACTOR  
1595 WEST 3300 SOUTH  
OGDEN, UTAH 84401  
801-393-7360  
FAX 801-393-8241**

**November 4, 2013**

**SUBMITTED TO: Farmington City  
PROPOSAL FOR: French Drain  
JOB NAME: Clarke Lane 36" Storm Drain Crossing  
JOB ADDRESS:**

**We Propose** hereby to furnish material and labor - complete in accordance with specifications below.

Authorized Signature: 

**Note:** This proposal may be withdrawn by us, 30 days after its date.

*All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written change orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.*

**We here by submit specifications and estimate for**

ITEM	DESCRIPTION	QUANTITY	UNITS	PRICE/UNIT	TOTAL
1)	Mobilization	1	LS	\$ 1,000.00	\$ 1,000.00
2)	Saw Cut Remove asphalt	1	LS	\$ 1,200.00	\$ 1,200.00
3)	Remove and Replace Curb and Gutter	80	LF	\$ 27.00	\$ 2,160.00
4)	6" Asphalt Patch	2000	SF	\$ 4.25	\$ 8,500.00
5)	Traffic Control	1	LS	\$ 4,200.00	\$ 4,200.00
6)	Install Double 36" RCP	118	LF	\$ 167.55	\$ 19,770.90
7)	Remove and Reinstall 4' Chain Link Fence	80	LF	\$ 10.00	\$ 800.00
8)	Gravel Bedding	371	Tons	\$ 14.35	\$ 5,323.85
9)	Import Backfill	945	Tons	\$ 9.00	\$ 8,505.00
10)	Roadbase	135	Tons	\$ 13.15	\$ 1,775.25
<b>Total</b>					<b>\$ 53,235.00</b>

**Notes:**

All billing to be at actual units installed.

All pipe material to be supplied by Farmington City

Doesn't include any street striping.

**Acceptance of Proposal** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**Date of Acceptance** \_\_\_\_\_

**Signature** \_\_\_\_\_

**PROPOSAL  
AND  
CONTRACT**



**m.c. green & sons, inc.**  
**GENERAL CONTRACTORS**

150 NORTH 1050 WEST—CENTERTVILLE, UTAH 84014

Phone  
298-2988

801-430-1547

10/25/2013

**Proposal Submitted to:**

☐ Farmington City Corporation  
130 North Main  
Farmington, Utah 84025  
☐ Att: Ray

Phone \_\_\_\_\_ Date \_\_\_\_\_

Job Name Clark Lane Storm Drain  
Street Approximately 150 West Clark Lane  
City Farmington State Utah

**Description:**

Install New 36" RCP Storm Drain  
(Pipe materials furnished by City)

Total Estimated Costs \$ 82,264.83

(See attached breakdown)

**Farmington City**

**BID INCLUDES:** labor and material and equipment to install above improvements according to \_\_\_\_\_ specifications. Bid also includes grading necessary to install above improvements to plus or minus .2' using the dirt on the project. All excess grading at hourly rate. Any rock or water encountered that cannot be removed by normal methods will be an extra charged for on a time and material basis. Billing will be for actual footages and materials on completion. Owner to furnish line and grade.

Where salt or ice melting chemicals are used we cannot guarantee against spauling.

Prices subject to: None

**PAYMENT:** Payments to be made by the 10th of each month for all work complete to the 1st. With payment in full within 30 days of completion of our phase of your project. NO RETAINER Interest at 1½% per month, carrying charges and all costs incurred for collection to be added to the above bid.

All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature \_\_\_\_\_

NOTE: This proposal may be withdrawn or modified at any time excepted within 30 days.

**ACCEPTANCE OF PROPOSAL**

The above prices specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Accepted:

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Sign and return one copy.



m.c. green & sons, inc.  
GENERAL CONTRACTORS

## Extra Work Tracking Sheet

SCOPE CHANGE: Farmington Creek Stormdrain

DATE: 29-Oct

JOB NAME/NUMBER Clark Lane Stormdrain

PREPARED BY Jennifer King

### DESCRIPTION OF WORK & NOTES:

Install 236 LF of owner furnished 36" RCP

Includes demo, traffic control, trench fill, AC patch and trucking

LABOR	HOURS	RATE	TOTAL
FOREMAN	80	\$45.00	\$3,600.00
FOREMAN - OT/SAT		\$76.50	\$0.00
OPERATOR	160	\$34.50	\$5,520.00
OPERATOR - OT/SAT	0	\$51.75	\$0.00
LABORER/FINISHER	240	\$32.00	\$7,680.00
LABORER - OT/SAT		\$47.25	\$0.00
TRUCK DRIVER	160	\$34.50	\$5,520.00
TRUCK DRIVER - OT/SAT		\$51.75	\$0.00
OTHER: Flagger	80	\$16.10	\$1,288.00
OTHER:			\$0.00
SUB TOTAL			\$23,608.00
SUB TOTAL w/ 15%			\$27,149.20

EQUIPMENT	HOURS	RATE	TOTAL
loader	80	\$45.00	\$3,600.00
truck	80	\$21.00	\$1,680.00
Dump truck	160	\$60.00	\$9,600.00
back hoe	160	\$123.00	\$19,680.00
Steel Plates	4	\$300.00	\$1,200.00
			\$0.00
SUB TOTAL			\$35,760.00

MATERIAL	QTY	RATE	TOTAL
Saw cutting	220	\$2.00	\$440.00
Bedding Gravel	388	\$12.00	\$4,656.00
Trench fill	728	\$9.00	\$6,552.00
Traffic Control	1	\$2,000.00	\$2,000.00
UTB	34	\$9.50	\$323.00
AC	44	\$75.00	\$3,300.00
SUB TOTAL			\$16,831.00
SUB TOTAL w/15%			\$19,355.65

TOTAL	\$82,264.85
-------	-------------



601 WEST 1700 SOUTH - PHONE 801-776-4962  
SYRACUSE, UTAH 84075  
FAX 801-776-4963

Page #1  
PROPOSAL # 2013-72  
October 31, 2013

**D&RG-CLARK LANE STORM DRAIN**

FARMINGTON CITY  
ABE WANGSGARD  
801-451-2624 (W)  
801-451-2442 (F)  
801-430-4273 (M)  
[awangsgard@farmington.utah.gov](mailto:awangsgard@farmington.utah.gov)

I (WE) THE UNDERSIGNED CONTRACTOR, PROPOSE TO DO THE FOLLOWING DESCRIBED WORK IN COMPLIANCE WITH THE PLANS AND SPECIFICATIONS AT THE PRICES SHOWN . THE CONTRACTOR SHALL BE LICENSED TO PERFORM SUCH WORK BY THE STATE OF UTAH AND FARMINGTON CITY.

ITEM # & DESCRIPTION	QUANTITY	UNIT PRICE/ LUMP SUM	AMOUNT
1. INSTALL CITY PROVIDED 36" RCP UNDER CLARK LANE AS PER PLANS.		LUMP SUM	\$138,455.00
2. REPLACE CHAINLINK FENCE.		LUMP SUM	\$2,063.00
		<b>TOTAL</b>	<b>\$140,518.00</b>

## CITY COUNCIL AGENDA

For Council Meeting:  
November 19, 2013

### **S U B J E C T: Minute Motion Approving Summary Action List**

1. Approval of Minutes from October 29, 2013
2. Proposed Hunters Creek Open Space Conservation Easement
3. Proposed Jeppson Annexation
4. Kloberdanz Plat Amendment Proposal for the Grove

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

**FARMINGTON CITY COUNCIL MEETING**Tuesday, October 29, 2013

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**WORK SESSION**

*Present: Mayor Scott Harbertson, Council Members Cory Ritz, Cindy Roybal, Jim Talbot and Jim Young, City Manager Dave Millheim, Development Director David Petersen, Associate Planner Eric Anderson, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Council Member John Bilton joined the meeting via telephone.*

**Future Elementary School in West Farmington**

**Mayor Harbertson** said the Davis School District (DSD) purchased property in west Farmington for a new elementary school. **Chase Rogers**, Operational Planner with the Davis School District (DSD), said it was never their intent to have only one access road (from the north). They anticipated that the current property owners would sell the remainder of their property and develop it prior to the construction of the school, but a plan should be in place if that does not happen. The timing of construction is subject to funding flow, but spring 2015 is the earliest construction would begin. The City and DSD will sign an agreement outlining the transportation plan, and DSD will improve the road from the school site to Glovers Lane. Owners of the abutting parcels would be obligated to pay their share of connecting to the street. **Cory Ritz** said the other access needs to be on 1100 W rather than 950 W, and there was discussion regarding the 55-foot public easement on the north side of the property which DSD plans to abandon.

**Avenues at Station Park Schematic Plan**

**Leslie Mascaro**, 14547 S Hedgerose Drive, Herriman, representative for Henry Walker Homes (HWH), informed the Council that their architect redesigned the Avenues at Station Park and she showed the new renderings. HWH will request preliminary plat approval at the Planning Commission meeting on November 14<sup>th</sup>. **David Petersen** said the Council is not required to review the preliminary plat, but the Council said they would like to see the proposal so it will be placed on the December 3<sup>rd</sup> agenda.

**Amendment of Development Agreement for Farmington Creek Estates, Phase IV (PUD)**

Staff informed the Council that the developer is requesting permission to begin the construction of homes in this Subdivision. He has received a CLOMR letter from FEMA but is still waiting for LOMR approval. However, since the staff report was written, he received LOMR approval on two lots and is requesting that he be allowed to begin construction on those two lots.

**REGULAR SESSION**

*Present: Mayor Scott Harbertson, Council Members Cory Ritz, Cindy Roybal, Jim Talbot and Jim Young, City Manager Dave Millheim, Associate Planner Eric Anderson, City Recorder Holly Gadd, and Recording Secretary Cynthia DeCoursey. Council Member John Bilton joined the meeting via telephone. Youth City Council Member Austin Lemon was also in attendance.*

## **CALL TO ORDER:**

### **Roll Call (Opening Comments/Invocation/Pledge of Allegiance)**

**Jim Talbot** offered an invocation, and **Dave Millheim** led the Pledge of Allegiance.

## **REPORTS OF COMMITTEES/MUNICIPAL OFFICERS:**

### **Executive Summary for Planning Commission meeting held October 10, 2013**

The Summary was included in the staff report. **Cory Ritz** asked if the Farmington Bungalows Subdivision had a reasonable chance of being approved, and Associate Planner **Eric Anderson** said there has been some resistance in the neighborhood regarding access from State Street, so the developer is working on access from 300 W. **Cindy Roybal** asked about the amendment to the Zoning Ordinance regarding driveways, and **Eric Anderson** said the ordinance currently does not allow any point of a driveway slope to be above 14% which can be very problematic. This amendment will allow an average of the slope to be considered which will allow more flexibility.

## **PRESENTATION OF PETITIONS AND REQUESTS:**

### **Amendment of Development Agreement for Farmington Creek Estates, Phase IV (PUD)**

**Candland Olsen**, 776 Woodmoor Circle, Bountiful, said the process for this Phase has been very frustrating. He hauled 8,000 yards of fill dirt to the site (at a cost of \$40,000) and borrowed \$60,000 to pay for road and canal improvements. The fill work was finished in August, and the City Engineer did not stamp the approval for 30 days. FEMA has had the application for 90 days and recently gave LOMR approval for Lots 406 and 407, and the other four lots should be reviewed and approved within several days.

#### ***Motion:***

**Cory Ritz** made a motion to grant a variance to the Development Agreement for the Farmington Creek Estates Phase IV (PUD) Subdivision which will allow the developer to obtain building permits for Lots 406 and 407—the two lots which have received LOMR approval from FEMA. Building permits for the remaining lots may be obtained upon LOMR approval. The motion was seconded by **Jim Talbot** and unanimously approved.

### **Farmington Ranches Trail Budget Amendment**

**Dave Millheim** explained that the City is working to complete a portion of this trail, and staff is recommending approval of this budget amendment.

**Ron Robinson**, 92 N Country Bend Road, concurred that **Chairman Chipman** and the Trails Committee are very conservative and they realize that the City's funds are limited. They choose 5 top priority projects each year and their main goal is to connect the trails to neighborhoods and make sure they are safe, family friendly and accessible to everyone.

***Motion:***

**Jim Young** made a motion to approve the allocation of approximately \$30,000 to extend the Farmington Ranches Trail with 10% to be taken from the trail improvements reserve and 90% to be taken from the General Fund balance. **Cindy Roybal** seconded the motion which was unanimously approved.

**Discussion of potential Skate Park**

**Mayor Harbertson** said this item will be discussed prior to the next budget cycle.

**CONSIDERATION OF ORDINANCES/RESOLUTIONS/AGREEMENTS**

**Farmington City's position on proposed Davis County Jail Expansion**

**Mayor Harbertson** reported that the County recently passed a resolution with the intent to expand the jail facilities to house state prisoners. The City feels this action was in direct violation of an agreement made between the City and the County in 2002 regarding potential jail expansions. **Jim Talbot** and **Dave Millheim** met with each of the three Davis County Commissioners to express the City's opposition to the resolution.

***Motion:***

**Jim Talbot** made a motion to approve a Resolution of the Farmington City Council expressing opposition to any expansion of the Davis County Jail facilities and to direct staff to send a copy of the Resolution with an appropriate transmittal letter to the following:

- Brent Gardner, County Association of Governments
- Members of PRADA (Prison Relocation Committee)
- Davis County Commissioners
- State Legislators for Davis County

and to direct staff to request of the Utah League of Cities and Towns a formal League position for potential jail expansions and/or prison relocation decisions being pursued by the County(s) and the State only with the support of the affected local jurisdiction. **Cory Ritz** seconded the motion which was unanimously approved.

**SUMMARY ACTION**

1. Pluralsight Software Company Advertising Assistance
2. Revocation and Abandonment of Farr Trail Easement
3. Approval of Minutes from October 1, 2013
4. Approval of Minutes from October 15, 2013

***Motion:***

**Jim Young** made a motion to approve the four items on the Summary Action List. **Cory Ritz** seconded the motion which was unanimously approved.

#### **CITY MANAGER REPORTS:**

- A local farmer has asked for permission to lease the Old Farm parcel. Following a brief discussion, the Council directed staff to determine the status of water rights on the property and to prepare a formal lease with a condition to review the lease annually.
- A painful chapter in the City's lawsuit history closed—the Court ruled in the City's favor regarding the death of Brian Wood in September 2008. All officers involved were cleared of any claims from the victim's family.

#### **Mayor – Scott Harbertson**

- He referred to an email regarding the restriping of Park Lane and said it is impossible to see what is ahead on the I-15 southbound because of the barricade. **Dave Millheim** pointed out that because the structural wall cannot be removed, UDOT will install a “No Right Turn on Red Light” sign at that location and large bridge signs in the area are being studied. The **Mayor** said dotted lines are needed when turning onto northbound I-15 and onto US 89. The Council discussed many additional examples of frustration regarding the signage and striping in the Park Lane area.
- He thanked **Jim Talbot**, **John Bilton**, **Kristen Harbertson**, and the three other candidates for their efforts at the “Meet the Candidate” event—65 people were in attendance.
- Last week UTA held its Board of Trustees meeting in Farmington, and City staff and officials took them on a tour of Station Park, the new trail, and the Community Center. They were very complimentary of Farmington City's efforts.

#### **City Council**

##### ***Jim Talbot:***

- He asked for permission to speak with **Chief Hansen** regarding the home at 1061 Walker Lane, and the Council and staff encouraged him to do so.
- He expressed concern regarding the sound system. He recently attended a Planning Commission meeting that was standing room only and sat in the back and could not hear anything that was said.

##### ***Cindy Roybal:***

- She expressed appreciation for the flowers the City sent to her mother following her recent heart attack.

- She attended the Oct. 24<sup>th</sup> Planning Commission meeting, and a request from Ovation Homes for 64 lots and a 150-unit assisted living facility on 23.5 acres at 1800 N 1350 W (the Tanner property) was denied. The applicants were shocked and asked her to meet with them and tour a similar project in Layton (she lives on a one-acre lot across the street from the Tanner property). The developer's niche is smaller homes, and although most people no longer want 1-acre lots, the density may be too high for this Large Residential area. This developer's niche is smaller homes. She also questioned their proposal for open space—a trail through a wilderness area—because although it is beautiful, it is not safe because it is out of the way and very private.

## **CLOSED SESSION**

### ***Motion:***

At 8:35 p.m. **Jim Talbot** made a motion for the Council to go into a closed meeting to discuss the acquisition of real property. The motion was seconded by **Jim Young** and unanimously approved.

### **Sworn Statement**

I, **Scott C. Harbertson**, Mayor of Farmington City, do hereby affirm that the items discussed in the closed meeting were as stated in the motion to go into closed session and that no other business was conducted while the Council was so convened in a closed meeting.

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**Scott C. Harbertson**, Mayor

### ***Motion:***

At 9:10 p.m. a motion to reconvene into an open meeting was made by **Jim Young**. The motion was seconded by **Cory Ritz** and unanimously approved.

## **ADJOURNMENT**

### ***Motion:***

**Jim Talbot** made a motion to adjourn the meeting. The motion was seconded by **Cindy Roybal** and unanimously approved, and the meeting was adjourned at 9:15 p.m.

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**Holly Gadd**, City Recorder  
Farmington City Corporation



# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

JOHN BILTON  
NELSEN MICHAELSON  
CORY R. RITZ  
JIM TALBOT  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: November 19, 2013

**SUBJECT: Proposed Hunters Creek Open Space Conservation Easement**

### RECOMMENDATION

Approve the proposed Conservation Easement (Open Space) for the Hunters Creek Subdivision.

### BACKGROUND

The Hunters Creek Subdivision, a Conservation Subdivision, was approved with the requirement that conservation land be set aside as open space in perpetuity. There was some open space set aside for the first 3 phases of the subdivision, and now the remaining open space needs to be set aside in a recorded Conservation Easement for Phase 4.

The proposed Easement contains both an upland area that can be used for agricultural purposes and a wetland area that is under the jurisdiction of the Corps of Engineers. It consists of 62.96 acres of land total.

### STAFF REVIEW

This proposed Conservation Easement meets the requirements for the open space required for the approval of the subdivision plats and meets the requirements of the conservation subdivision ordinance. Therefore, staff recommends approval of the easement.

Respectfully submitted,

Ken Klinker  
Planning Department

Review and Concur

Dave Millheim  
City Manager

enclosures: Copy of Conservation Easement signed by Developer  
Copy of Chapter 12 of the Farmington City Zoning Ordinance

**WHEN RECORDED, MAIL TO:**

Farmington City  
Attn: City Manager  
160 S Main  
P.O. Box 160  
Farmington, Utah 84025

Affects Parcel No(s): 08-066-0005, 08-066-0006 and 08-066-0012

**CONSERVATION EASEMENT**

(OPEN SPACE)

**THIS CONSERVATION EASEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by **WOODSIDE HUNTERS CREEK, LLC**, a Utah limited liability company, whose mailing address is 39 East Eagleridge Drive, Suite 100, North Salt Lake, Utah, 84054 ("Grantor"), in favor of **FARMINGTON CITY**, a municipal corporation and political subdivision of the State of Utah, whose mailing address is 160 South Main, P.O. Box 160, Farmington, Utah 84025 ("Grantee").

**RECITALS:**

**WHEREAS**, Grantor hereby represents and acknowledges it is the sole owner in fee simple title of certain real property located within Farmington City, Davis County, State of Utah, which property is more particularly described herein at Section 2, hereinafter referred to as the "Property;" and

**WHEREAS**, the Property possesses unique, sensitive, natural, scenic, aesthetic, open space, wildlife, agricultural, pasture land, ecological, floodplain, upland and wetland values (collectively referred to as "Conservation Values") of great importance to the Grantor, the Grantee, and the public; and

**WHEREAS**, Grantor intends that the Conservation Values of the Property be preserved and maintained by continuation of the use of the Property in such a way which does not significantly impair or interfere with those values and which provides for appropriate natural, ecological, open space, agricultural, pasture land, recreational and wetland uses of the Property; and

**WHEREAS**, Grantor intends to preserve and protect the Conservation Values of the Property as open space and to protect the Property from future development in perpetuity through this Easement and dedication of the same to Grantee; and

**WHEREAS**, Grantee is a governmental entity and a tax exempt entity under Section 501(c) of the *Internal Revenue Code* qualified to acquire a conservation easement under the terms of *Utah Code Ann.* § 57-18-3, as amended.

**NOW, THEREFORE**, in consideration of the above and the covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Utah, particularly the Utah Land Conservation Easement Act as set forth in *Utah Code Ann.* § 57-18-1, *et seq.*, as amended, with the intention of making an irrevocable easement in perpetuity, Grantor hereby agrees and conveys as follows.

1. **Conveyance.** Grantor hereby grants and warrants to Grantee, a perpetual conservation easement as hereinafter defined (the "Easement") over and across all the Property to preserve, restore and protect the unique, sensitive, natural, scenic, aesthetic, open space, wildlife, agricultural, pasture land, ecological, floodplain, upland, riparian community and wetland values present on the Property, to have and to hold unto Grantee, its successors and assigns forever.

2. **Property.** The Property subject to this Easement consists of approximately 62.96 acres of that certain real property located in Farmington City, Davis County, State of Utah, located in the South Half of Section 15, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Farmington City, Davis County, State of Utah, which Property is more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference.

3. **Current Use and Condition of Property.** The Property presently consists of wetlands, uplands, natural open space, pasture land, power lines, protected dike(s), fencing and maintenance access road. Portions of the Property are included in the 100 year flood zone per the existing FEMA map and portions are designated as delineated wetlands by the U.S. Army Corps of Engineers. The existing, permitted, and conditional uses of the Property are more particularly described herein and designated on the Use Map set forth in **Exhibit "B,"** attached hereto and incorporated herein by this reference. The Property has the specific Conservation Values as more particularly defined herein.

4. **Purpose.** Grantor is the fee simple title owner of the Property and is committed to preserving the Conservation Values of the Property. The purpose of this Easement is to assure that the Property will be retained forever in its natural, scenic, agricultural and open space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Any use of the Property which may impair or interfere with the Conservation Values, unless expressly permitted in this Easement, is expressly prohibited. Grantor agrees to confine use of the Property to activities consistent with the purposes of this Easement and preservation of the Conservation Values of the Property.

5. **Duration.** The duration of the Easement shall be perpetual.

6. **Permitted and Conditional Uses.**

a. Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property are permitted:

- i. Conservation of open land in its natural state.
- ii. Grazing of class "B" livestock, as defined by and consistent with Farmington City Ordinances, excluding associated buildings or residences and

commercial livestock operations involving swine, poultry and mink. Livestock grazing shall be limited to designated areas only as delineated on **Exhibit "B,"** and shall require proper management of livestock and good range stewardship techniques to be implemented to protect and preserve the conservation values of the Property. Livestock grazing shall not exceed a degree of use described as good to excellent by the United States Department of Agriculture – Natural Resource Conservation Service, and shall not materially degrade or deteriorate the wetlands, range resource, wildlife habitat or Conservation Values of the Property.

iii. Pastureland for sheep, cows and horses in designated areas only as delineated on **Exhibit "B,"** and subject to applicable City Ordinances and compliance with any and all applicable regulations of the U.S. Army Corps of Engineers.

iv. Trails or public pathways in designated areas only as delineated in the Use Map set forth in **Exhibit "B".**

v. A stream.

vi. Underground utility facilities and easements for drainage, sewer, water, or other public facilities and purposes, including easements for maintenance access to such facilities, in locations as approved by the City of Farmington, subject to the rules and regulations of the U.S. Army Corps of Engineers and subject to restoration of the Property to its natural condition within a reasonable time frame not to exceed ninety (90) days, unless otherwise agreed to in writing by the Grantee, which restoration shall be conducted to the reasonable satisfaction of the Grantee to protect and preserve the Conservation Values of the Property.

vii. Although fencing is not encouraged, existing fences may be repaired and replaced, and new fences may be built on the Property as necessary and appropriate in connection with permitted or conditional uses such as grazing and equestrian uses.

b. Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property may be permitted as a conditional use, subject to obtaining a conditional use permit from the City of Farmington for such use in accordance with City Ordinances regarding the same and compliance with any and all applicable regulations of the U.S. Army Corps of Engineers. Such uses must also be permitted or conditional in the zone in which the Property is located.

i. Non-commercial and non-motorized recreational use of the Property, such as trails, bikeways, playing fields and playgrounds, in designated areas only as delineated on **Exhibit "B".**

ii. Community open space uses, such as village greens, commons, picnic areas, community gardens, trails, and similar low-impact passive

recreational uses, excluding motorized vehicles, firearm shooting ranges, and commercial uses, in designated areas only as delineated on **Exhibit "B"**.

iii. Water structures, improvements, marshlands, wetlands, riparian communities and ponds may be established, constructed and maintained on the Property, provided such structures or improvements are consistent with the Conservation Values and purposes of this Easement.

iv. Associated buildings and structures, such as barns and paddocks, for approved equestrian animals as permitted under Subsection (a)(iii), in designated areas only as delineated on **Exhibit "B"**.

7. **Prohibited Uses.** Any activity on or use of the Property not specifically listed as a permitted use or activity as set forth herein and/or any activity on or use of the Property which is inconsistent with the purpose of this Easement or detrimental to the Conservation Values is expressly prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

a. Any residential, commercial or industrial activity, except as expressly permitted in this Easement.

b. Any development, construction or location of any man-made modification or improvements such as buildings, structures, fences, roads, parking lots, or other improvement on the Property, except as expressly permitted in this Easement.

c. Any filling, dredging, excavating, mining, drilling, or exploration for and extraction of oil, gas, minerals or other resources from the Property.

d. Any dumping or storing of ashes, trash, garbage or junk on the Property.

e. The manipulation or alteration of natural watercourses, wetlands, or riparian communities, except as expressly permitted herein or as approved by the City of Farmington and the U.S. Army Corps of Engineers, necessary for the use of the Property and then, in any event, only to the extent that such manipulation or alteration shall not result in a significant injury to or the destruction of significant Conservation Values.

f. Burning of any materials on the Property, except as necessary for agricultural, drainage and fire protection purposes.

g. The use of motor vehicles, including snowmobiles, all-terrain vehicles, motorcycles and other recreational vehicles, except as may be necessary to maintain and operate the Property and to maintain and operate utility lines running through the Property, in accordance with the terms and conditions of such approved use and the maintenance plan for the Property.

h. Hunting or trapping for any purpose other than predatory or problem animal control on the Property.

- i. Establishment or maintenance of any grazing or livestock feedlots on the Property, which shall be defined for purposes of this Easement as a permanently constructed confined area or facility within which the land is not grazed or cropped annually, for purposes of engaging in the business of the reception and feeding of livestock for hire.
- j. Any agricultural use of the Property not expressly permitted herein.
- k. Advertising of any kind or nature on the Property and any billboards or signs; provided, directory and information signs may be displayed describing the Conservation Easement and prohibited or authorized use of the same.
- l. Any cutting of trees or vegetation, except as necessary for fire protection, thinning, elimination of diseased growth, control of non-native plant species, maintenance of manicured lawn or landscaped areas, and similar protective measures or those activities relating to permitted agricultural uses.
- m. The change, disturbance, alteration, or impairment of the significant natural ecological features and values of the Property or the destruction of other significant conservation interests on the Property.
- n. The division, subdivision or *de facto* subdivision of the Property; except for subdivision and dedication of the Property as necessary to dedicate approved trails or other appropriate public purpose within the Property, or as necessary and desirable to dedicate a portion of the underlying fee to a qualified conservation organization in accordance with the purposes and intent of this Easement for the preservation, protection and enhancement of the Conservation Values of the Property.
- o. Changing the topography of the Property by placing on it any soil, dredging spoils, land fill, or other material, except as necessary to conduct specific agricultural purposes or to construct other structures, conditions or improvements as permitted herein.
- p. Any development, location, or storage of any personal property, vehicles, recreational equipment, or other residential uses such as trampolines, patios, gazebos, sports courts, barbeques, etc.
- q. All other uses and practices inconsistent with and significantly detrimental to the stated objectives and purpose of the Easement.

8. **Rights of the Grantee.** Grantor confers the following rights upon Grantee to perpetually maintain the Conservation Values of the Property and to accomplish the purpose of this Easement.

- a. Grantee has the right to enforce the terms of this Easement for the purpose of preserving and protecting the Conservation Values of the Property.
- b. Grantee has the right to enter upon the Property at reasonable times to monitor or to enforce compliance with this Easement and to inspect and enforce the rights

herein granted; provided that such entry shall not unreasonably interfere with the Grantor's use and quiet enjoyment of the Property.

c. Grantee has the right to enjoin and prevent any activity on or use of the Property that is inconsistent with the terms or purposes of this Easement and to preserve and protect the Conservation Values of the Property.

d. Grantee has the right to require restoration of the areas or features of the Property which are damaged by activity inconsistent with this Easement.

e. Grantee has the right to place signs on the Property which identify the Property as being protected by this Easement.

f. Grantee has the right to enter on the Property to study and make ecological and scientific observation of the Property and its ecosystems.

g. Grantee has the right to engage in activities that restore the biological and ecological integrity of the Property. Possible activities include planting native vegetation and use of controlled fire to reduce the presence of undesirable vegetation.

9. **Duties of the Grantor.** Grantor retains ownership rights of the underlying fee simple title to the Property which are not expressly restricted by this Easement. In accordance with rights reserved in Grantor by this Easement, Grantor shall be subject to all terms, conditions and restrictions of this Easement and shall have the affirmative duty to refrain from conducting or causing to be conducted any action inconsistent with the purpose and provisions of this Easement and to take reasonable actions to preserve and protect the Conservation Values of the Property.

10. **Enforcement of Easement.**

a. Notice and Demand. If Grantee determines that Grantor is in violation of this Easement, or that a violation is threatened, the Grantee may provide written notice to the Grantor of such violation and request corrective action to cure the violation or to restore the Property. In the event Grantee determines that the violation constitutes immediate and irreparable harm, such notice shall not be required.

b. Failure to Act. If, for a 30-day period after the date of the written notice from Grantee to Grantor, the Grantor continues violating the Easement, or if the Grantor does not abate the violation and implement corrective measures requested by the Grantee, the Grantee may bring an action in law or in equity to enforce the terms of the Easement. The Grantee is also entitled to enjoin the violation through injunctive relief, seek specific performance, declaratory relief, restitution, reimbursement of expenses or an order compelling restoration of the Property. If the court determines that the Grantor has failed to comply with this Easement, the Grantor agrees to reimburse Grantee for all reasonable costs and attorneys fees incurred by the Grantee compelling such compliance.

c. Absence of Grantor. If the Grantee determines that the Easement is, or is expected to be, violated, the Grantee shall make good-faith efforts to notify the Grantor.

If, through reasonable efforts, the Grantor cannot be notified, and if the Grantee determines that circumstances justify prompt action to mitigate or prevent impairment of the Conservation Values, then the Grantee may pursue its lawful remedies without prior notice and without waiting for Grantor's opportunity to cure. Grantor agrees to reimburse Grantee for all costs reasonably incurred by Grantee in pursuing such remedies.

d. **Actual or Threatened Non-Compliance.** Grantor acknowledges that actual or threatened events of non-compliance under this Easement constitute immediate and irreparable harm. The Grantee is entitled to invoke the equitable jurisdiction of the court to enforce this Easement.

e. **Injunctive Relief and Restoration.** Any violation of the Easement shall be subject to termination through injunctive proceedings with the imposition of temporary restraining orders or through any other legal means, it being recognized that monetary damages and/or other non-injunctive relief would not adequately remedy the violation of the covenants and restrictions of the Easement. In addition, subject to the provisions set forth herein, the Grantee shall have the right to enforce the restoration of the portions of the Property affected by activities in violation of the Easement to the condition which existed at the time of the signing of this instrument.

f. **Cumulative Remedies.** The remedies set forth herein are cumulative. Any, or all, of the remedies may be invoked by the Grantee if there is an actual or threatened violation of this Easement.

g. **Waiver.** A delay in enforcement shall not be construed as a waiver of the Grantee's right to enforce the terms of this Easement.

11. **Permitted Construction and Maintenance Activities.**

a. Grantor hereby reserves the right to enter upon the Property to conduct the following activities: to construct such structures and improvements permitted herein in conjunction with permitted and conditional uses of the Property.

b. This Easement is subject to the rights of Grantor, Farmington City or any other agency or utility to enter upon the Property for the construction, installation, operation and maintenance of underground public utilities as permitted herein. The responsible person, entity or utility company in interest, shall, at its sole cost and expense, promptly restore the Property affected by such activities to as near as reasonably practicable the same condition as existed immediately prior to such activities. Nothing herein shall be deemed a grant of an easement to Farmington City or to any utility; the foregoing is set forth only to establish uses or activities which may be allowed on the Property.

12. **Extinguishment of Development Rights.** Except as otherwise reserved to the Grantor in this Easement, all development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the

Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise or used for the purpose of calculating permissible lot yield of the Property or any other property.

13. **Maintenance.** The Property shall be maintained by Grantor in accordance with the Maintenance Plan set forth as **Exhibit "C,"** attached hereto and incorporated herein by this reference. Grantor shall be solely responsible for the upkeep and maintenance of the Property. If Grantor fails to maintain the Property in accordance with the Maintenance Plan, the Grantee may provide or cause to be provided such maintenance necessary to preserve and protect the Conservation Values of the Property. Any costs incurred by the Grantee in providing such maintenance shall be reimbursed by Grantor within thirty (30) days from receipt of invoicing from Grantee.

14. **Taxes.** Grantor shall pay all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property, including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor shall reimburse Grantee for the same within thirty (30) days from receipt of invoicing from Grantee.

15. **Indemnification.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents and contractors, and the successors and assigns of each of them, collectively referred to as the "Indemnified Parties," from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, to the extent arising from Grantor's actions on the Property, unless due to the gross negligence or willful misconduct of Grantee. Grantor shall keep the Property insured with comprehensive general liability insurance against claims for personal injury, death and property damage and shall name Grantee as an additional insured party on all such insurance policies, providing Grantee evidence of such insurance upon request.

16. **Transfer of Grantee's Interest.** If the Grantee determines that it no longer is able to enforce its rights under this instrument or that it no longer desires to enforce the rights, or desires to assign enforcement rights to a qualified organization under Section 501(c)(3) and/or 170(h)(3) of the *Internal Revenue Code*, the Grantee shall be entitled to convey in whole or in part all of its rights under this instrument and deliver a copy of this instrument to an organization designated by the Grantee and described in or contemplated by Section 501(c)(3) and/or 170(h)(3) of the Code, or the comparable provision in any subsequent revision of the Code, to ensure that the Easement is enforced. Furthermore, the Grantee is hereby expressly prohibited from subsequently transferring the Easement, whether or not for consideration, unless (a) the Grantee, as a condition of the subsequent transfer, requires that the conservation purposes which the Easement is intended to advance continue to be carried out; and (b) the transferee is an organization qualifying at the time of the transfer as an eligible donee under Section 501(c)(3) and/or 170(h)(3) of the Code and regulations promulgated thereunder.

17. **Cessation of Grantee's Existence.** If Grantee shall cease to exist or if the Grantee is no longer authorized to acquire and hold conservation easements, then this Easement

shall become vested in another entity. Any successor entity shall be a qualified organization for the purposes of Section 501(c)(3) and/or 170(h)(3) of the *Internal Revenue Code*.

18. **Termination of the Easement.** This Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the purpose of the Easement or by exercise of eminent domain in accordance with the provisions set forth herein. The fact that the Grantee may have title to the Property and therefore may become an Owner for purposes of this Easement such shall not cause a termination of this Easement by operation of the doctrine of merger or otherwise. The Grantee shall not voluntarily or willingly allow the termination of any of the restrictions of this instrument, and if any or all of the restrictions of the Easement are nevertheless terminated by a judicial or other governmental proceeding, any and all compensation received by the Grantee as a result of the termination shall be used by the Grantee in a manner consistent with the conservation purposes of the Easement. If subsequent circumstances render the purposes of this Easement impossible to fulfill, then this Easement may be partially or entirely terminated only by judicial proceedings.

19. **Transfer of Grantor's Interest.** The Grantor shall incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Any such transfer of interest shall be subject to the restrictions set forth in this Easement. The failure of the Grantor to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way. Upon proper and permitted conveyance of title to the Property, the Grantor shall be released from its obligations under this Easement.

20. **Notices.** Any notice, demand, request, consent, approval, or communication shall be in writing and served personally or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the following, or to such other address as the Grantee or Grantor shall from time to time designate by written notice.

To Grantee: Farmington City  
Attn: City Manager  
160 South Main  
P.O. Box 160  
Farmington, Utah 84025

To Grantor: Woodside Hunters Creek, LLC  
Attn: Peter Evans  
39 East Eagleridge Drive, Suite 100  
North Salt Lake, Utah 84054

With Copy to: Woodside Group, LLC  
Attn: Wayne Farnsworth  
39 East Eagleridge Drive, Suite 100  
North Salt Lake, Utah 84054

21. **Title Warranty.** Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances except those set forth in **Exhibit "D,"** attached hereto and incorporated herein by this reference, and hereby promises to defend the same against claims made on its behalf against it.

22. **Subsequent Encumbrances.** This Easement shall not restrict the right of Grantor or its successors or assigns to execute, deliver and record mortgages on the Property or to grant other rights or easements in respect of the Property, subject to the terms and conditions set forth herein. The grant of any easement or use restriction that might diminish or impair the Conservation Values of the Property is prohibited. Any lien or security interest of a mortgage and any easement or other right created subsequent to the date hereof shall be subject to and subordinate to this Easement.

23. **Environmental Warranty.** Grantor warrants that it has no actual knowledge or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability or expense, including reasonable attorney's fees to the extent arising from or with respect to any release of hazardous waste or violation of environmental laws the Property caused by Grantor or those acting on its behalf, unless due to the gross negligence or willful misconduct of Grantee.

24. **Recordation.** The Grantee shall record this instrument in timely fashion in the official records of Davis County, Utah, and may re-record it at any time as may be required to preserve its rights in this Easement.

25. **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Utah.

26. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Easement to effect the purpose of this Easement and the policy and purpose of *Utah Code Ann. § 57-18-1, et seq.*, as amended, and related provisions. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

27. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

28. **Joint Obligation.** Subject to the provisions set forth herein, the obligations imposed by this Easement upon Grantor or Grantors shall be joint and several.

29. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Grantee, the Grantor, and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

30. **Entire Agreement.** This Easement, together with all exhibits, sets forth the entire agreement of the parties with respect to the subject matter hereof and supercedes all prior discussions and understandings.

31. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

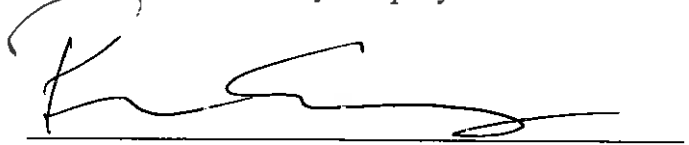
32. **Amendments.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may jointly amend the Easement; provided, that no amendment shall be allowed that affects the qualification of the Easement under the IRS Code 170(h), or any regulation promulgated thereunder, or the Utah Land Conservation Easement Act, as set forth in *Utah Code Ann. §§ 57-18-1, et seq.*, as amended. Any amendment to this Easement shall be consistent with the purposes of this Easement, shall not affect its perpetual duration, and shall not impair any of the significant Conservation Values of the Property. Any such amendment shall be in writing, signed by both parties, and recorded in the official records of Davis County, Utah. Any proposed amendments to this Easement shall comply with the Farmington City Conservation Easement Amendment Policy, as amended, and shall require, at a minimum, a public hearing before the City Council and fourteen (14) day advance notice to the public by publishing notice in a daily newspaper of general circulation in the City.

*(Signature page to follow)*

**IN WITNESS WHEREOF**, Grantor has executed this instrument on the day and year first above written.

**GRANTOR:**

**WOODSIDE HUNTERS CREEK, LLC**  
A Utah limited liability company



By: Peter Evans  
Its: President

**GRANTEE:**

**FARMINGTON CITY**  
A Utah municipal corporation

By: \_\_\_\_\_  
Mayor Scott Harbertson

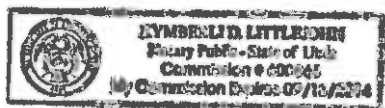
**ATTEST:**

\_\_\_\_\_  
Holly Gadd, City Recorder

GRANTOR'S ACKNOWLEDGMENT

STATE OF UTAH )  
 )  
COUNTY OF Davis ) :ss.

On the 16<sup>th</sup> day of October, 2013, personally appeared before me Peter Evans, who being by me duly sworn did say that he is the President of **WOODSIDE HUNTERS CREEK, LLC**, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company in his authorized capacity and duly acknowledged to me that said limited liability company executed the same.



Kimberly D Littlejohn  
Notary Public

My Commission Expires:

Residing at:

09/13/2014

North Salt Lake, Utah

**GRANTEE'S ACKNOWLEDGMENT**

**STATE OF UTAH**                    )  
  :**ss.**  
**COUNTY OF DAVIS**            )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2013, personally appeared before me Scott Harbertson, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott Harbertson acknowledged to me that the City executed the same.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Residing at:

\_\_\_\_\_

\_\_\_\_\_



## **EXHIBIT "A"**

### **LEGAL DESCRIPTION OF EASEMENT AREA**

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, SOUTH 89°57'52" EAST 205.48 FEET TO THE WESTERN BOUNDARY OF THE PROPOSED HUNTERS CREEK SUBDIVISION NO. 4B; THENCE ALONG THE WESTERLY LINE OF SAID SUBDIVISION AND THE PROPOSED HUNTERS CREEK SUBDIVISION NO. 4A THE FOLLOWING 12 COURSES: (1) SOUTH 00°02'08" WEST 136.32 FEET, (2) SOUTH 26°59'53" EAST 1,024.22 FEET, (3) NORTH 74°29'05" EAST 114.84 FEET, (4) NORTH 16°28'05" EAST 37.57 FEET, (5) NORTH 85°40'30" EAST 42.96 FEET, (6) SOUTH 57°28'11" EAST 55.85 FEET, (7) SOUTH 18°36'29" EAST 45.97 FEET, (8) SOUTH 07°14'07" EAST 60.36 FEET, (9) SOUTH 01°45'46" EAST 74.50 FEET, (10) SOUTH 05°59'47" EAST 48.17 FEET, (11) SOUTH 11°46'56" EAST 62.88 FEET, (12) SOUTH 19°35'06" EAST 29.98 FEET MORE OR LESS TO THE NORTH BOUNDARY LINE OF THE FARMINGTON MEADOW PHASE 1 SUBDIVISION AS RECORDED IN THE DAVIS COUNTY RECORDERS OFFICE; THENCE ALONG SAID NORTH BOUNDARY LINE SOUTH 89°56'45" WEST 930.08 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE SOUTH 00°10'19" EAST 1,003.92 FEET ALONG SAID EAST LINE TO A POINT ON THE EASTERLY LINE OF THAT PARCEL OWNED BY UTAH POWER AND LIGHT AS FOUND IN BOOK 680 AT PAGE 87 IN THE DAVIS COUNTY RECORDER'S OFFICE; THENCE ALONG SAID EASTERLY LINE NORTH 37°17'38" WEST 2843.27 FEET; THENCE NORTH 37°17'14" WEST ALONG SAID EASTERLY LINE 84.93 FEET MORE OR LESS TO THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID NORTH LINE EAST 1767.22 FEET MORE OR LESS TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 62.96 ACRES, MORE OR LESS.

**LEGAL DESCRIPTION OF THE WETLAND PARCEL  
LOCATED IN THE OPEN SPACE OF  
THE HUNTERS CREEK DEVELOPMENT, FARMINGTON, UTAH**

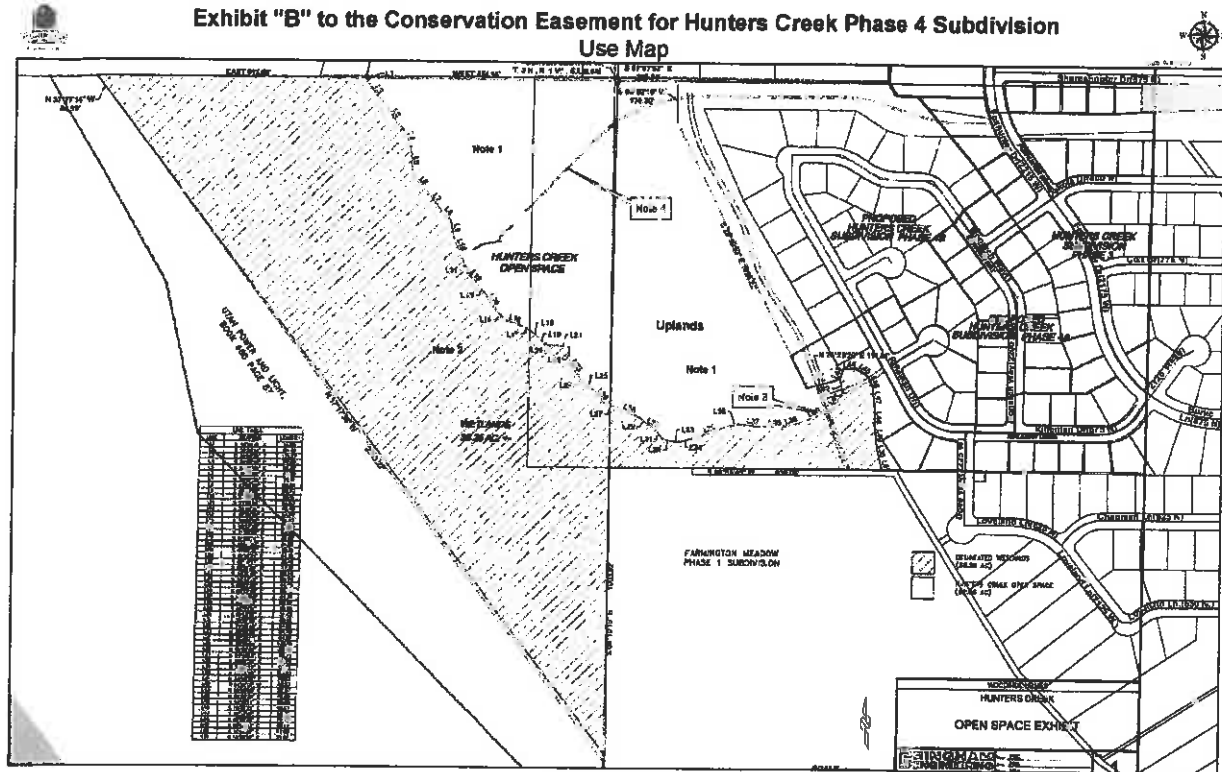
A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 15 (BASIS OF BEARING BEING "WEST" BETWEEN THE CENTER AND WEST QUARTER CORNERS OF SECTION 15 TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN), SAID POINT BEING WEST 854.16 FEET FROM THE CENTER OF SAID SECTION 15; AND RUNNING ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF A WETLAND THE FOLLOWING 51 COURSES: (1) SOUTH 35°45'21" EAST 15.80 FEET, (2) SOUTH 35°38'41" EAST 84.40 FEET, (3) SOUTH 38°29'33" EAST 121.27 FEET, (4) SOUTH 24°20'19" EAST 62.69 FEET, (5) SOUTH 06°06'08" EAST 98.82 FEET, (6) SOUTH 41°10'59" EAST 76.68 FEET, (7) SOUTH 39°47'33" EAST 70.11 FEET, (8) SOUTH 43°47'59" EAST 56.50 FEET, (9) SOUTH 10°07'48" EAST 59.77 FEET, (10) SOUTH 22°59'02" EAST 69.11 FEET, (11) SOUTH 23°36'52" EAST 62.63 FEET, (12) SOUTH 35°49'31" EAST 45.46 FEET, (13) SOUTH 42°32'58" EAST 54.59 FEET, (14) SOUTH 34°08'14" EAST 51.57 FEET, (15) SOUTH 40°37'38" EAST 52.05 FEET, (16) SOUTH 71°22'08" EAST 62.99 FEET, (17) SOUTH 61°26'04" EAST 35.80 FEET, (18) SOUTH 46°26'27" EAST 34.63 FEET, (19) SOUTH 47°09'30" EAST 29.21 FEET, (20) SOUTH 81°19'21" EAST 44.10 FEET, (21) SOUTH 83°09'17" EAST 38.46 FEET, (22) SOUTH 00°14'34" WEST 47.81 FEET, (23) SOUTH 33°31'42" EAST 55.68 FEET, (24) SOUTH 32°42'12" EAST 38.70 FEET, (25) SOUTH 60°17'03" EAST 44.93 FEET, (26) SOUTH 39°27'42" EAST 55.17 FEET, (27) SOUTH 69°32'05" EAST 44.35 FEET, (28) SOUTH 68°19'53" EAST 82.07 FEET, (29) SOUTH 46°55'51" EAST 35.80 FEET, (30) SOUTH 61°18'52" EAST 31.43 FEET, (31) SOUTH 35°57'06" EAST 42.62 FEET, (32) SOUTH 74°59'46" EAST 34.56 FEET, (33) NORTH 89°28'29" EAST 24.78 FEET, (34) NORTH 77°22'18" EAST 44.05 FEET, (35) NORTH 70°35'45" EAST 138.05 FEET, (36) NORTH 79°57'37" EAST 30.59 FEET, (37) SOUTH 84°42'15" EAST 93.41 FEET, (38) NORTH 88°24'34" EAST 58.89 FEET, (39) NORTH 76°06'13" EAST 56.71 FEET, (40) NORTH 66°54'48" EAST 113.05 FEET, (41) NORTH 34°06'07" EAST 70.63 FEET, (42) NORTH 14°21'18" WEST 48.52 FEET, (43) NORTH 16°28'05" EAST 37.57 FEET, (44) NORTH 85°40'30" EAST 42.96 FEET, (45) SOUTH 57°28'11" EAST 55.85 FEET, (46) SOUTH 18°36'29" EAST 45.97 FEET, (47) SOUTH 07°14'07" EAST 60.36 FEET, (48) SOUTH 01°45'46" EAST 74.50 FEET, (49) SOUTH 05°59'47" EAST 48.17 FEET, (50) SOUTH 11°46'56" EAST 62.88 FEET, (51) SOUTH 19°35'06" EAST 29.98 FEET MORE OR LESS TO THE NORTH BOUNDARY LINE OF THE FARMINGTON MEADOW PHASE 1 SUBDIVISION AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE ALONG SAID NORTH BOUNDARY LINE SOUTH 89°56'45" WEST 930.08 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 AND THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTH 00°10'19" EAST ALONG SAID COMMON LINE 1,003.92 FEET TO A POINT ON THE EASTERLY LINE OF THAT PARCEL OWNED BY UTAH POWER AND LIGHT AS FOUND IN BOOK 680 AT PAGE 87

*Re*

IN THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE ALONG SAID  
EASTERLY LINE NORTH 37°17'38" WEST 2843.27 FEET; THENCE NORTH 37°17'14"  
WEST ALONG SAID EASTERLY LINE 84.93 FEET MORE OR LESS TO THE NORTH  
LINE OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID NORTH LINE EAST  
913.06 FEET MORE OR LESS TO THE POINT OF BEGINNING. SAID PARCEL  
CONTAINS 38.25 ACRES, MORE OR LESS.

## EXHIBIT "B" USE MAP OF EASEMENT



The following Notes are provided regarding the specified permitted and conditional uses of Property within the Open Space Conservation Easement for Hunters Creek Subdivision Phases 1, 2 and 3, as indicated and designated on the attached Use Map for the subject areas.

**Note 1:** Permitted and conditional uses allowed as shown in Subsection 6a and 6b of the Conservation Easement, as amended.

**Note 2:** Permitted and conditional uses allowed as shown in paragraphs 6.a.i, 6.a.iii, 6.a.vi, 6.a.vii and 6.b.iii of the conservation easement, as amended.

**Note 3:** Permitted and conditional uses allowed as shown in paragraphs 6.a.i, 6.a.iv, 6.a.vi, 6.a.vii and 6.b.i of the conservation easement, as amended.

**Note 4:** Permitted and conditional uses allowed as shown in paragraphs 6.a.1, 6.a.v, and 6.b.iii.

## **EXHIBIT "C"**

### **to the Conservation Easement for Hunters Creek Subdivision Phase 4**

## **MAINTENANCE PLAN**

### **SECTION 1- PURPOSE**

The purpose of this Maintenance Plan is to supplement the development criteria for the development of Hunters Creek Subdivision Phase 4 as contained in the Farmington City Zoning Ordinances for Conservation Subdivisions, the Development Agreement, the Conservation Easement, and the Covenants, Conditions and Restrictions applicable to the subdivision in order to fix maintenance responsibility and provide additional maintenance guidelines, where necessary for property located within the Conservation Easement area. The Maintenance Plan is intended to provide guidelines and fix responsibility for areas adjacent to Hunters Creek Subdivision Phase 4 that are designated as a Parcel and covered by the Conservation Easement recorded against the subject property.

### **SECTION 2- PROPERTY**

The Conservation Easement subject to this Maintenance Plan is located in the Hunters Creek Subdivision Phase 4, consisting of approximately 62.96 acres of that certain real property within Farmington City, Davis County, State of Utah, located in Township 3 North, Range 1 West, Salt Lake Base and Meridian, Farmington City, Davis County, State of Utah, as more particularly described in **Exhibit "1"**, attached hereto and incorporated herein by this reference.

### **SECTION 3- MAINTENANCE AREAS**

The "Maintenance Areas" are designated in this plan as follows:

- a. Upland Open Space Areas which are designated in **Exhibit "B"** to the Conservation Easement for Hunters Creek Subdivision Phase 4.
- b. Wetland Open Space Areas which are designated in **Exhibit "B"** to the Conservation Easement for Hunters Creek Subdivision Phase 4.
- c. Trails which are designated in **Exhibit "B"** to the Conservation Easement for Hunters Creek Subdivision Phase 4.
- d. Stream which is designated in **Exhibit "B"** to the Conservation Easement for Hunters Creek Subdivision Phase 4.



## **SECTION 4- OWNERSHIP OF CONSERVATION LAND**

All of the land within the Conservation Easement will be owned by the Woodside Hunters Creek, LLC or its authorized successors or assigns, subject to the terms and conditions of the Conservation Easement.

## **SECTION 5- MAINTENANCE GUIDELINES AND RESPONSIBILITIES**

**Upland Open Space in all Parcels:** The Upland Open Space shall be maintained by the Woodside Hunters Creek, LLC, or their authorized successors or assigns, subject to the terms and conditions of the Development Agreement, Conservation Easement, and applicable provisions of the Farmington City Zoning Ordinance regarding subdivisions. The Upland Open Space shall be maintained in its natural state (i.e. no broad leaf weeds, but natural vegetation). This may include periodic mowing, spraying, and re-vegetation.

**Wetland Areas:** Wetlands shall be maintained in accordance with and subject to the rules and regulations of any U.S. Army Corps of Engineers wetlands permit.

**Trails:** The trails within trail easements granted to Farmington City will be maintained by the City. Trails which are built in the future by the HOA shall be maintained by the Woodside Hunters Creek, LLC, or their authorized successors or assigns.

**Stream:** The stream banks running through the Easement shall be maintained by Woodside Hunters Creek, LLC, or their authorized successors or assigns. The flow path of the stream itself shall be maintained by Davis County.

**All Conservation Areas:** Any disturbed areas not approved as set forth herein shall be reclaimed and revegetated in natural vegetation or as otherwise directed by the U.S. Army Corps of Engineers or Farmington City in accordance with the applicable plans and requirements for the subject area. A revegetation plan prepared by a landscape architect or other appropriate nursery professional shall be submitted.

## **SECTION 6- FUNDING MEANS FOR MAINTENANCE AND OPERATIONS**

Estimates regarding staffing needs, insurance requirements, and associated costs for applicable maintenance areas shall be provided by the respective responsible party prior to recordation of the final plat. Sufficient funding may be required regarding such obligations in accordance with Farmington City Ordinances.

**Upland and Wetland Open Space:** The Developer, Woodside Hunters Creek, LLC, or its authorized successors or assigns, shall fund any long-term capital improvements related to the conservation easement, as well as regular yearly operating and maintenance costs associated with the Upland and Wetland Open Space. Maintenance of these areas shall be all at the sole expense of the Developer, Woodside Hunters Creek, LLC, or their authorized successors or assigns, in accordance with the and subject to the terms and conditions of the Development Agreement, Conservation Easement and applicable provisions of the Farmington City Zoning Ordinance regarding Conservation Subdivisions.

## **SECTION 7- MODIFICATION**

Any changes to this Maintenance Plan must be in writing and approved by the City. Any such amendments shall be considered an amendment of the Conservation Easement and shall comply with easement amendment procedures adopted by the City.

## **SECTION 8- CORRECTIVE ACTION**

The City may enter the premises and take corrective action, including extended maintenance. The costs of such corrective action may be charged to the property owner, condominium association, or homeowners association and may include administrative costs and penalties. Such costs shall become a lien on said properties. Notice of such lien shall be filed by the City in the County Recorder's Office. Documents creating or establishing any association or conservation organization shall reference the City's corrective action authority.

## **SECTION 9- PROHIBITED ENCROACHMENTS**

No encroachment by any structure, improvement or disturbance to the land shall be permitted into designated wetlands unless specifically authorized by the U.S. Army Corps of Engineers. No encroachment by any structure, improvement or disturbance to the land shall be permitted into Conservation Lands by private parties or adjacent landowners. Uses of the Conservation Land shall be strictly limited to those conditional and permitted uses set forth in the Conservation Easement and as shown on the applicable Use Maps.

**Exhibit "1"**

**Legal Description of Conservation Easement  
for Hunters Creek Subdivision Phase 4**

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, SOUTH 89°57'52" EAST 205.48 FEET TO THE WESTERN BOUNDARY OF THE PROPOSED HUNTERS CREEK SUBDIVISION NO. 4B; THENCE ALONG THE WESTERLY LINE OF SAID SUBDIVISION AND THE PROPOSED HUNTERS CREEK SUBDIVISION NO. 4A THE FOLLOWING 12 COURSES: (1) SOUTH 00°02'08" WEST 136.32 FEET, (2) SOUTH 26°59'53" EAST 1,024.22 FEET, (3) NORTH 74°29'05" EAST 114.84 FEET, (4) NORTH 16°28'05" EAST 37.57 FEET, (5) NORTH 85°40'30" EAST 42.96 FEET, (6) SOUTH 57°28'11" EAST 55.85 FEET, (7) SOUTH 18°36'29" EAST 45.97 FEET, (8) SOUTH 07°14'07" EAST 60.36 FEET, (9) SOUTH 01°45'46" EAST 74.50 FEET, (10) SOUTH 05°59'47" EAST 48.17 FEET, (11) SOUTH 11°46'56" EAST 62.88 FEET, (12) SOUTH 19°35'06" EAST 29.98 FEET MORE OR LESS TO THE NORTH BOUNDARY LINE OF THE FARMINGTON MEADOW PHASE 1 SUBDIVISION AS RECORDED IN THE DAVIS COUNTY RECORDERS OFFICE; THENCE ALONG SAID NORTH BOUNDARY LINE SOUTH 89°56'45" WEST 930.08 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE SOUTH 00°10'19" EAST 1,003.92 FEET ALONG SAID EAST LINE TO A POINT ON THE EASTERLY LINE OF THAT PARCEL OWNED BY UTAH POWER AND LIGHT AS FOUND IN BOOK 680 AT PAGE 87 IN THE DAVIS COUNTY RECORDER'S OFFICE; THENCE ALONG SAID EASTERLY LINE NORTH 37°17'38" WEST 2843.27 FEET; THENCE NORTH 37°17'14" WEST ALONG SAID EASTERLY LINE 84.93 FEET MORE OR LESS TO THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID NORTH LINE EAST 1767.22 FEET MORE OR LESS TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 62.96 ACRES, MORE OR LESS.

## CHAPTER 12

### CONSERVATION SUBDIVISION DEVELOPMENT STANDARDS

11-12-010	<b>Purpose.</b>
11-12-020	<b>Applicability.</b>
11-12-030	<b>Definitions.</b>
11-12-040	<b>Development Options.</b>
11-12-050	<b>Approval Process.</b>
11-12-060	<b>Development Activities Prohibited.</b>
11-12-065	<b>Waiver.</b>
11-12-068	<b>Fee in Lieu; conservation Land Dedication.</b>
11-12-070	<b>Subdivision Yield Plan.</b>
11-12-080	<b>Sensitive Area Designation Plan.</b>
11-12-085	<b>Master Development Plan.</b>
11-12-090	<b>Dimensional Standards.</b>
11-12-100	<b>Design Standards.</b>
11-12-110	<b>Conservancy Lots.</b>
11-12-120	<b>Use Regulations.</b>
11-12-130	<b>Conservation Land Design Standards.</b>
11-12-140	<b>Permanent Protection of Conservation Lands.</b>
11-12-150	<b>Ownership of Conservation Lands.</b>
11-12-160	<b>Maintenance of Conservation Lands.</b>

#### 11-12-010 Purpose.

The purpose of this Chapter is to provide for subdivision development within Farmington City in a manner that:

- (a) Protects constrained and sensitive lands, including those areas containing sensitive and undevelopable features such as steep slopes, floodplains and wetlands, by setting them aside from development;
- (b) Conserves conservation and open space land, including those areas containing unique or natural features such as meadows, grasslands, tree stands, streams, stream corridors, flood walls, berms, watercourses, farmland, wildlife corridors and/or habitat, historical buildings and/or sites, archeological sites, and green space, by setting them aside from development;
- (c) Provides greater design flexibility and efficiency in the siting of services and infrastructure, including the opportunity to reduce length of roads, utility runs, and the amount of paving required for residential development;

(d) Reduces erosion and sedimentation by the retention of existing vegetation and the minimization of development on steep slopes and other constrained and sensitive lands;

(e) Provides for a diversity of lot sizes to accommodate a variety of age and income groups and residential preferences, so that the community's population diversity may be enhanced;

(f) Provides incentives for the creation of greenway systems and open space within the City for the benefit of present and future residents;

(g) Implements adopted City policies to conserve a variety of irreplaceable and environmentally sensitive resource lands as set forth in the Comprehensive General Plan;

(h) Implements adopted land use, environment, natural hazards, transportation, and community policies, as identified in the Comprehensive General Plan;

(i) Protects areas of the City with productive agricultural soils for continued agricultural use by conserving blocks of land large enough to allow for viable farm operations;

(j) Creates neighborhoods with direct visual and/or recreational access to constrained, sensitive and conservation land;

(k) Provides for the conservation and maintenance of constrained, sensitive and conservation land within the City to achieve the above-mentioned goals;

(l) Provides incentives and design alternatives for landowners to minimize impacts on environmental resources such as, sensitive lands, wetlands, floodplain, and steep slopes, and to minimize disturbance of natural or cultural features such as, mature woodlands, tree lines, wildlife habitats and corridors, historic buildings, and floodplain walls;

(m) Provides standards accommodating to some extent the varying circumstances and interests of individual landowners and the individual characteristics of their properties; and

(n) Conserves scenic views and elements of the City's rural and scenic character and minimizes perceived density by minimizing views of new development from existing roads.

**11-12-020 Applicability.**

The election to develop property as a Conservation Subdivision is voluntary and provided to developers as an alternative to development of property as a Conventional Subdivision pursuant to other applicable provisions of this Title. The intent of this Chapter and the Conservation Subdivision options is to encourage the creation and development of flexibly-designed open space subdivisions. Conservation Subdivisions may be developed within applicable agricultural and residential zones of the City. Conservation Subdivisions shall be developed in accordance with and subject to the development standards, conditions, procedures and regulations of this Chapter and with all other applicable subdivision ordinances and zoning regulations of the City which are not otherwise in conflict with the provisions of this Chapter.

#### **11-12-030 Definitions.**

For purposes of this Chapter, the following words shall have the meanings set forth herein:

(a) Conservation Land. Conservation land means land containing unique, historic, cultural, archeological, natural or other significant features, including, but not limited to, meadows, grasslands, tree stands, streams, stream corridors, flood walls, berms, watercourses, farmland, wildlife corridors and/or habitat, historic buildings and/or sites, archeological sites, and open space.

(b) Constrained and Sensitive Land. Constrained and sensitive land means land which is generally unbuildable and which contains constrained and sensitive features including, but not limited to, wetlands, floodplains, steep slopes, faults and other geologically or environmentally sensitive features.

#### **11-12-040 Development Options.**

Developers desiring to develop property as a Conservation Subdivision in accordance with and subject to the development standards, conditions, procedures and regulations of this Chapter are provided the following Conservation Subdivision development options. These options are provided as an incentive to encourage developers to designate, preserve and protect a greater percentage of their property as permanent open space.

(a) Option One: Basic Conservation. Option One Conservation Subdivision provides for residential development at the base density permitted in the relevant zone plus any corresponding density incentive as provided herein for Option One Conservation Subdivisions. In order to obtain the full density incentive permitted herein for an Option One Conservation Subdivision, the development must utilize a conservation design which sets aside and preserves all constrained and sensitive lands, natural hazards and resources, and provides the required percentage of conservation land within the development.

(b) Option Two: Enhanced Conservation. Option Two Conservation Subdivision provides for residential development at the base density permitted in the relevant zone plus any corresponding increased density incentive as provided herein for Option Two Conservation Subdivisions. In order to obtain the increased density incentive provided herein for an Option Two Conservation Subdivision, the development must utilize a conservation design which sets aside and preserves all constrained and sensitive lands, natural hazards and resources, and provides the required increased percentage of conservation land within the development.

**11-12-050 Approval Process.**

Applications for a Conservation Subdivision shall be submitted and processed in accordance with the requirements and procedures set forth in the City Subdivision Ordinance, including submission and approval of schematic, preliminary and final plans or plats, and any additional procedural requirements set forth in this Chapter, including, but not limited to, submission of a Subdivision Yield Plan, Sensitive Area Designation Plan and/or Master Development Plan.

**11-12-060 Development Activities Prohibited.**

In order to ensure the preservation and enhancement of existing conditions of certain property within the City, including, but not limited to, constrained and sensitive lands, natural and cultural resources, wildlife habitat and other unique and sensitive lands, no new development activity shall be permitted on property proposed for development as a Conservation Subdivision prior to final plat approval as provided herein. Upon final plat approval, all development activity shall be conducted in accordance with and subject to applicable permit and development approval processes required by City Ordinances, rules and regulations. For purposes of this Section, "development activity" shall include any disturbance or alteration of the property in any way, but shall not include continuation of any currently existing permitted use of the property.

**11-12-065 Waiver.**

Subject to the provisions set forth herein, any provision of this Chapter may be waived by the City upon a vote of not less than four (4) members of the City Council. Such waiver(s) shall be granted only in limited circumstances as deemed appropriate and necessary by the City Council. No waiver shall be granted absent a finding of good cause based upon specific special circumstances attached to the property. No waiver should be granted that would be contrary to the public interest or contrary to the underlying intent of this Chapter. Any waiver of the required minimum conservation land dedication shall require comparable compensation, off-site improvements, amenities or other consideration of comparable size, quality and/or value.

**11-12-068      Fee in Lieu; Conservation Land Dedication.**

In the event a proposed conservation land dedication does not, in the City's legislative discretion, produce sufficient public benefit, the City may require the payment of a fee in lieu of the dedication of conservation land. The fee to be paid to the City shall be established as follows:

- (1) The City shall establish the amount of the fee to be paid by determining the value of land of the same general characteristics as the conservation land dedication which would be required absent the application of the provisions of this section. The City's determination of value may be based on land sales data in the City's possession or reasonably available, and the basis of the City's determination shall be made available to the Applicant.
- (2) In the event the Applicant disagrees with the City's determination of the amount of the fee in lieu, the Applicant may, at its sole expense, submit an appraisal report from a licensed and Certified General Appraiser to establish the value of the proposed conservation land dedication. The value as established in a qualifying appraisal shall be the amount of the fee in lieu of conservation land dedication.
- (3) Any amount received by the City in lieu of conservation land dedication shall be set aside solely for open space and/or park acquisition and/or development.

**11-12-070      Subdivision Yield Plan.**

All applications for a Conservation Subdivision shall include a Subdivision Yield Plan prepared in accordance with the provisions set forth herein. The Subdivision Yield Plan is utilized to determine and calculate the base number of dwelling units for any given property to be developed as a Conservation Subdivision.

(a)      Subdivision Yield Plan. Applicants shall prepare a Subdivision Yield Plan for the proposed project showing how the property within the project could be developed under a Conventional Subdivision layout using the dimensional standards set forth in Subsection (c). The Subdivision Yield Plan is not intended to propose or permit the actual development of the property in accordance with the dimensional standards set forth herein, but is prepared merely to determine the base number of dwelling units to be used in calculating the permitted number of dwelling units and lot size for the actual Conservation Subdivision. No subdivision may be developed in accordance with the dimensional standards set forth in Subsection (c) or a proposed Subdivision Yield Plan.

(b)      Realistic Layout. The Subdivision Yield Plan must be drawn to scale and must exhibit a realistic layout reflecting a Conventional Subdivision layout that could

reasonably be expected to be implemented in consideration of dimensional standards set forth herein and calculating and addressing the presence of non-buildable or infrastructure areas, including, but not limited to, rights-of-way, public improvement areas, wetlands, floodplains, steep slopes, restricted areas subject to the Farmington City Foothill Development Standards, and existing easements or encumbrances. A sample Subdivision Yield Plan is set forth in Exhibit "A," attached hereto and incorporated herein by this reference, providing an example of a hypothetical Yield Plan for land zoned Large Suburban.

(c) **Dimensional Standards.** The Subdivision Yield Plan shall reflect the following dimensional standards:

Subdivision Yield Plan Dimensional Standards			
Zone	Lot Area	Lot Width	
		Interior	Corner
R (Residential)	8,000 s.f.	75'	85'
LR (Large Residential)	10,000 s.f.	85'	95'
S (Suburban)	15,000 s.f.	95'	100'
LS (Large Suburban)	20,000 s.f.	100'	110'
AE (Agriculture Estates)	½ Acre	100'	110'
A (Agriculture)	1 Acre	100'	110'
AA (Agriculture-Very Low Density)	5 Acre	150'	160'

(d) **Approval.** The Subdivision Yield Plan must be approved in writing by the City Planner for compliance with the standards and provisions of this Section prior to the submission of a Schematic Plan for a Conservation Subdivision.

#### **11-12-080 Sensitive Area Designation Plan.**

All applications for a Conservation Subdivision shall include a Sensitive Area Designation Plan prepared in accordance with the provisions set forth herein. The Sensitive Area Designation Plan shall identify all constrained and sensitive lands within the property boundaries and within four hundred (400) feet outside of the property boundaries, including, but not limited to, floodplains, wetlands, steep slopes, and restricted areas as regulated by the Farmington City Foothill Development Standards. The Sensitive Area Designation Plan shall also clearly identify all natural or cultural resources present on the property and within four hundred (400) feet outside of the property, including, but not limited to, geographic features, including, but not limited to, meadows, grasslands, tree stands, streams, stream corridors, flood walls, berms, watercourses, farmland, wildlife corridors and/or habitat; historic buildings and/or sites;

archeological sites; cultural features and green space. Some, but not all, of certain constrained and sensitive lands are designated and shown on the Farmington City Resources and Site Analysis Plan which may be utilized by applicants for the purpose of preparing a Sensitive Area Designation Plan. Applicants are solely responsible for checking and ensuring the accuracy and designation of constrained and sensitive lands and natural and cultural resources on the Sensitive Area Designation Plan for their particular project and applicable adjacent property. If site analysis, surveying and/or identification of constrained and sensitive lands and natural and cultural resources require entry onto adjacent properties, applicants are solely responsible for obtaining all required permits and/or approvals for such entry and analysis, surveying and/or identification.

#### **11-12-085 Master Development Plan.**

When deemed necessary or desirable by the City, application and approval for a Conservation Subdivision may require the submission and approval by the City of a Master Development Plan and/or Development Agreement. Such Master Development Plan and/or Development Agreement may be required by the City at any stage of the subdivision approval process.

#### **11-12-090 Dimensional Standards.**

(a) Density. The permitted density for development within a Conservation Subdivision shall be determined in accordance with the following chart, hereinafter referred to as the "Development Incentive Chart." The percentage increases noted as the "multiplier" in the Chart are percentage increases from the base density identified in the approved Subdivision Yield Plan for the proposed development.

Option One - Development Incentive Chart				
Zone	ConservationLand	Incentive Multiplier	Typical Lot Area	Lot Size Minimum
R	10%	0%	7,200 s.f.	6,500 s.f.
LR	10%	0%	9,000 s.f.	7,500 s.f.
S	15%	0%	12,750 s.f.	9,000 s.f.
LS	25%	5%	14,286 s.f.	10,000 s.f.
AE	25%	5%	14,286 s.f.	10,000 s.f.
A	30%	10%	25,455 s.f.	14,000 s.f.
AA	30%	10%	138,600 s.f.	14,000 s.f.

Option Two - Development Incentive Chart				
Zone	Conservation Land	Incentive Multiplier	Typical Lot Area	Lot Size Minimum
R	15%	10%	6,182 s.f.	5,500 s.f.
LR	15%	10%	7,727 s.f.	6,500 s.f.
S	20%	15%	10,435 s.f.	8,000 s.f.
LS	30%	20%	11,667 s.f.	9,000 s.f.
AE	30%	20%	11,667 s.f.	9,000 s.f.
A	40%	20%	20,000 s.f.	12,000 s.f.
AA	40%	20%	108,900 s.f.	12,000 s.f.

(b) **Minimum Required Conservation Land.** All Conservation Subdivisions shall provide at least the minimum percentage of conservation land within the Conservation Subdivision as set forth in the Development Incentive Chart in Subsection (a). The minimum percentage of required conservation land for any given Conservation Subdivision shall be calculated based upon the total acreage of property within the proposed subdivision less areas containing constrained and sensitive lands. Required conservation land shall not include any constrained or sensitive lands as defined herein. Except as otherwise provided herein, conservation land shall not be included within any residential lot.

(c) **Lot Area.** The lot area and minimum lot size for lots within a Conservation Subdivision shall be determined in accordance with the Development Incentive Chart set forth in Subsection (a). The typical lot area is likely to be much closer in size to the established threshold for each zone because that lot size can be delivered by developers while still meeting the minimum conservation land requirements set forth herein.

(d) **Lot Width at Building Line.** The minimum lot width at the building line for main buildings within a Conservation Subdivision shall be seventy-five (75) feet, except in the R and LR zones the minimum lot width shall be sixty (60) feet.

(e) **Street Frontage.** The minimum street frontages for lots within a Conservation Subdivision shall be determined in accordance with the street frontage regulations provided for the relevant zone.

(f) **Yard Regulations.** The builder or developer of a Conservation Subdivision may consider variations in the principal building position and orientation, but shall observe the following minimum standards for buildings within a Conservation Subdivision. Exceptions to these minimum setback regulations may be approved by the

City, in its sole discretion, during plat approval process when deemed appropriate and desirable under the circumstances.

i. Front Setback. The minimum front yard setback for main buildings in a Conservation Subdivisions shall be twenty (20) feet . Notwithstanding the foregoing, the minimum front yard setback for attached garages which extend past the front of the dwelling towards the front property line in any Conservation Subdivision shall be thirty (30) feet.

ii. Rear Setback. The minimum rear yard setback for main buildings within a Conservation Subdivisions shall be thirty (30) feet.

iii. Side Setback. The minimum side yard setback for main buildings within a Conservation Subdivision shall be ten (10) feet

iv. Side Corner Setback. The minimum side corner setback for main buildings within a Conservation Subdivision shall be fifteen (15) feet from the property line in compliance with clear vision standards set forth in Section 11-28-150 of this Title.

v. Accessory buildings on lots less than ½ acre in size shall be located at least six (6) feet to the rear of the dwelling, shall not encroach on any recorded easement, shall not occupy more than twenty-five percent (25%) of the rear yard, and shall be located at least fifteen (15) feet from any dwelling on an adjacent lot. Such buildings may be located within one (1) foot of the side or rear property line. Accessory buildings shall, without exception, be subordinate in height and area to the main building.

vi. Animal shelters, hay barns, coops, corrals or other similar buildings or structures shall be located not less than ten (10) feet from any side or rear property line and one hundred (100) feet from any public street or from any dwelling on an adjacent property.

vii. A detached garage, or other architecturally compatible structure as approved by the Planning Commission, may be located in the side yard of a lot providing that a six (6) foot separation is maintained from the residence and all front, side, and rear setbacks are provided as specified in Section 11-11-050.

viii. On double-frontage lots, accessory buildings shall be located not less than twenty-five (25) feet from each street upon which the lot has frontage.

(g) Building Height on lots less than one-half (½) acre.

(1) Main buildings:

i. Main buildings shall not exceed twenty-seven (27) feet in height;

ii. No dwelling or structure shall contain less than one story.

(2) Accessory buildings or structures shall not exceed fifteen (15) feet in height unless an increased height is approved by the Planning Commission after review of a conditional use application filed by the property owner. No fee shall be assessed for such application.

(h) Accessory buildings on lots greater than ½ acre in size shall meet the setback and height requirements of the underlying zone in which they are located.

**11-12-100 Design Standards.**

(a) Individual Lots. Individual lots in Conservation Subdivisions shall be laid out pursuant to the dimensional standards set forth herein. Except as otherwise provided for herein, individual residential lots shall not encroach upon or contain any of the required minimum designated conservation land for the Subdivision or any constrained or sensitive lands, as defined herein.

(b) Buffer from Road. All new dwellings shall be arranged and located a minimum of eighty (80) feet from all external roads with a functional classification higher than a local street.

(c) Views of Houselots. Views of houselots from exterior roads and abutting properties shall be minimized by the use of changes in topography, existing vegetation, or additional landscaping which meets the City's landscaping requirements for residential subdivisions.

(d) Access. Houselots shall be accessed from interior streets, rather than from roads bordering the tract.

(e) Abut Conservation Lands. At least half of the lots shall directly abut conservation land or face conservation land across a street.

(f) Conservation Lands. Standards pertaining to the quantity, quality, configuration, use, permanent protection, ownership, and maintenance of the conservation land within a Conservation Subdivision shall be complied with as provided herein.

(g) Constrained and Sensitive Lands. Restrictions and regulations regarding the preservation, protection, ownership and maintenance of constrained and sensitive lands within a Conservation Subdivision shall be complied with as provided herein.

#### **11-12-110 Conservancy Lots.**

(a) Conservancy Lots. Conservation land and constrained and sensitive land may be included within individual residential lots in limited circumstances when such areas can be properly protected and preserved in accordance with the intent and purpose of this Chapter. Such lots shall be known and referred to as "Conservancy Lots" and must be approved by the City in conjunction with the subdivision approval.

(b) Minimum Conservancy Lot Size. The minimum acreage required for any Conservancy Lot containing conservation land shall be determined in accordance with the following chart:

Zone	Yield Plan Lot Size	Minimum Lot Size for Conservancy Lots Containing Conservation Land	
		Large Subdivisions *	Small Subdivisions
R	8,000 s.f.	1.5 acre (60,000 s.f.)	One conservancy lot not meeting minimum lot standards referred to herein for conservancy lots may be approved at the discretion of the City Council.
LR	10,000 s.f.	2.0 acre (80,000 s.f.)	
S	15,000 s.f.	2.5 acre (100,000 s.f.)	
LS	20,000 s.f.	3.0 acre (120,000 s.f.)	
AE	½ acre	4 acre	
A	1 acre	5 acre	
AA	5 acre	10 acre	
* Large subdivisions means those developments where 80% of the required conservation land is equal to or exceeds the minimum required lot size referenced herein for conservancy lots.			

(c) Regulations. Conservation land and constrained and sensitive land within a Conservancy Lot shall remain subject to all regulations and requirements for such land as set forth herein, including, but not limited to, use, design, maintenance, ownership and permanent protection.

**11-12-120 Use Regulations.**

(a) Subdivision. Subject to use and development restrictions of constrained and sensitive lands as set forth herein, land within Conservation Subdivisions may be used for the following purposes:

- (1) Permitted Uses. Any uses permitted in the relevant zone.
- (2) Conservation Land. Conservation land, subject to the use and development restrictions of conservation land as set forth herein.
- (3) Accessory Uses. Any permitted accessory uses as provided in the relevant zoning regulations.

(b) Conservation Land. Conservation land may be used for the following purposes:

- (1) Permitted Uses. The following uses are permitted in conservation land areas:
  - (A) Conservation of open land in its natural state; *e.g.*, meadow, grassland, tree stands, farmland, etc.
  - (B) Agricultural and horticultural uses, including raising crops or Class “B” livestock and associated buildings that support an active, viable agricultural or horticultural operation, excluding commercial livestock operations involving swine, poultry, and mink.
  - (C) Pastureland for sheep, cows and horses.
  - (D) Equestrian facilities for Class “B” animals.
  - (E) Underground utility easements for drainage, access, sewer or water lines, or other public purposes.
  - (F) Above-ground utility and street rights-of-way may traverse conservation land if permitted under City Ordinances; provided, areas encumbered by such facilities and/or rights-

of-way shall not be counted towards the minimum required conservation land for the Subdivision.

- (2) Conditional Uses. The following uses shall be considered as conditional in conservation land areas:
  - (A) Agricultural uses, not otherwise permitted, including Class “C” Animals, but excluding commercial livestock operations involving swine, poultry and mink.
  - (B) Wholesale nurseries and associated buildings that are specifically needed to support active, viable horticultural operations.
  - (C) Silviculture, in keeping with established standards for selective harvesting and sustained-yield forestry.
  - (D) Neighborhood open space uses such as village greens, commons, picnic areas, community gardens, trails, and similar low-impact passive recreational uses specifically excluding motorized off-road vehicles, rifle ranges, and other uses similar in character and potential impact.
  - (E) Active non-commercial recreation areas, such as playing fields, playgrounds, courts, and bikeways.
  - (F) Golf courses, not including miniature golf.
  - (G) Water supply and sewage disposal systems, and stormwater detention areas designed, landscaped, and available for use as an integral part of the conservation land.
  - (H) Fencing, when deemed necessary and appropriate for the particular use, condition, purpose and/or location of the conservation land.
- (3) Prohibited Uses. Except as otherwise approved and permitted by the City as a permitted or conditional use in conjunction with the Conservation Subdivision approval, the following uses shall be considered prohibited in conservation land areas:
  - (A) Any residential, commercial or industrial activity;

- (B) Any development, construction or location of any man-made modification or improvements such as buildings, structures, roads, parking lots, or other improvements;
- (C) Any filling, dredging, excavating, mining, drilling, or exploration for and extraction of oil, gas, minerals or other resources from the property;
- (D) Any dumping or storing of ashes, trash, garbage or junk;
- (E) Burning of any materials, except as necessary for agricultural, drainage and fire protection purposes;
- (F) The use of motor vehicles, including snowmobiles, all-terrain vehicles, motorcycles and other recreational vehicles, except as may be necessary to maintain and operate the property and/or utility facilities within the property;
- (G) Hunting or trapping for any purpose other than predatory or problem animal control;
- (H) Advertising of any kind or nature and any billboards or signs; provided, directory and information signs may be displayed describing the easement and prohibited or authorized use of the same;
- (I) Any cutting of trees or vegetation, except as necessary for fire protection, thinning, elimination of diseased growth, control of non-native plant species, maintenance of landscaped areas, and similar protective measures or those activities relating to permitted agricultural uses;
- (J) The change, disturbance, alteration, or impairment of significant natural ecological features and values of the property or destruction of other significant conservation interests on the property;
- (K) The division, subdivision or de facto subdivision of the property;
- (L) Changing the topography of the property by placing on it any soil, dredging spoils, land fill, or other materials,

except as necessary to conduct specific permitted purposes;  
and

- (M) All other uses and practices inconsistent with and detrimental to the stated objectives and purpose of the easement.

(c) Constrained and Sensitive Lands. No development or residential uses shall be permitted within constrained and sensitive lands.

#### **11-12-130 Conservation Land Design Standards.**

Designated conservation land within a Conservation Subdivision shall meet the following standards:

(a) Significant Areas and Features. Conservation land should include the most unique and sensitive resources and locally significant features of the property within the Subdivision such as meadows, grasslands, tree stands, streams, stream corridors, flood walls, berms, watercourses, farmlands, wildlife corridors and/or habitat, historic buildings and/or sites, archeological sites, cultural features, green space, scenic views, etc.

(b) Contiguous Land. Conservation lands within a development shall be contiguous to provide for large and integrated open space areas within the Subdivision. Non-contiguous parcels of conservation lands may be approved by the City during plat approval process upon a finding that such exception is necessary and/or desirable based upon consideration of the size of the project, the size of the conservation parcels, the types of features and resources included within the conservation lands, and other relevant considerations. Long thin strips of conservation land (less than one hundred (100) feet wide) are prohibited, unless approved by the City during plat approval process upon a finding that such configuration of the conservation land is necessary and/or desirable to connect other significant areas, to protect linear resources such as streams or trails, or to provide a buffer.

(c) Open Space Network Connection. Conservation land within a Conservation Subdivision shall be designed and laid out as part of a larger continuous and integrated open space system in general accordance with the Farmington Resource and Site Analysis Plan to ensure that an interconnected network of open space will be provided throughout the City.

(d) Visibility. Conservation land shall be located and designed within the Conservation Subdivision to add to the visual amenities of neighborhoods and to the surrounding area by maximizing the visibility of internal open space. Such enhanced visibility of conservation land may be accomplished through design and location of such

open space as terminals at the ends of streets or along “single-loaded” street segments, particularly along the outside edges of street curves, and by maximizing the visibility of external open space as perimeter “greenbelt” conservation land.

(e) **Resource Uses.** A substantial amount of the minimum required conservation land may be devoted to active resource uses such as agriculture, horticulture, or equestrian uses; provided, at least twenty percent (20%) of the minimum required conservation land remains available for the common use and enjoyment of the subdivision residents or the public.

(f) **Recreational Uses.** A substantial amount of the minimum required conservation land may be comprised of active recreation facilities such as playing fields, golf courses, tennis courts, etc., exclusive of parking lots; provided, at least twenty percent (20%) of the minimum required conservation land remains available for common use and enjoyment of the subdivision residents or the public.

(g) **Buffering.** Conservation land shall be designed to provide buffers and to protect scenic views as seen from existing roadways and from public parks. Where the proposed development abuts a national forest or other public park, open space, wildlife sanctuary or preserve, a natural greenway buffer at least fifty (50) feet wide shall be provided within the development along its common boundary with said land, within which no new structures shall be constructed, nor shall any clearing of trees or understory growth be permitted (except as may be necessary for street or trail construction or fire safety). Where this buffer is unwooded, the City may require vegetative screening to be planted at developer’s sole cost and expense and/or that the buffer be managed to encourage natural forest succession through ‘no-mow’ policies and the periodic removal of invasive alien plant and tree species.

(h) **Pedestrian Access.** Developer shall provide adequate pedestrian access to conservation land which is open to public or resident use.

(i) **Maintenance Access.** Developer shall provide sufficient maintenance access to all conservation land and constrained and sensitive lands within the Conservation Subdivision.

(j) **Landscaping.** All conservation land that is not wooded, farmed, or maintained as conservation meadows, grassland, or other approved open space, shall be landscaped at developer’s sole cost and expense in accordance with landscaping requirements for subdivisions.

#### **11-12-140 Permanent Protection of Conservation Lands.**

(a) Conservation Easement. All conservation land shall be permanently restricted from future development by a conservation easement or other method of protection and preservation acceptable to the City. Under no circumstances shall any development be permitted in the conservation land at any time, except for those permitted or conditional uses listed herein and approved in conjunction with the Conservation Subdivision. All conservation easements, or other acceptable method of protection and preservation of the conservation land within a Conservation Subdivision, shall be approved by the City and recorded prior to or concurrent with the recording of the final plat for the Conservation Subdivision.

(b) Terms and Conditions. All conservation easements, or other acceptable method of protection and preservation of the conservation land within a Conservation Subdivision, shall be in substantially the same form as the standard conservation easement form provided by the City and shall include, at a minimum, the following terms and/or conditions:

- (1) legal description of the easement;
- (2) description of the current use and condition of the property;
- (3) permanent duration of easement;
- (4) permitted and conditional uses;
- (5) prohibited development and/or uses;
- (6) maintenance responsibilities and duties; and
- (7) enforcement rights and procedures.

(c) Grantee. Unless otherwise approved by the City, the grantee of a conservation easement shall consist of one of the following acceptable entities which entity shall be qualified to maintain and enforce such conservation easement: land trust, conservation organization or governmental entity. The City may, but shall not be required to, accept, as grantee, a Conservation Easement encumbering conservation lands within a Conservation Subdivision, provided there is no cost of acquisition to the City for the easement and sufficient access to and maintenance responsibilities regarding the conservation land are provided.

#### **11-12-150 Ownership of Conservation Lands.**

(a) Undivided Ownership. Unless otherwise approved by the City and subject to the provisions set forth in this Chapter, the underlying fee ownership of the conservation land shall remain in single ownership and may be owned and maintained by one of the following entities: homeowners' association, land trust, conservation organization, governmental entity, or private individual.

(b) Property subject to a conservation easement, or other acceptable method of protection and preservation, shall not be subdivided.

(c) Owners' Association. Conservation land may be held in common ownership by a condominium homeowners' or other acceptable owners' association, subject to all of the provisions for owners' associations set forth in State regulations and the City's Subdivision regulations. In addition, the following regulations shall be met:

- (1) A description of the organization of the proposed association, including its by-laws, and all documents governing ownership, maintenance, and use restrictions for conservation land, including restrictive covenants for the Subdivision, shall be submitted by the developer with the Preliminary Plat application.
- (2) The proposed association shall be established and operating (with financial subsidization, if necessary) prior to or concurrent with the recording of the Final Plat for the Subdivision.
- (3) Membership in the association shall be mandatory for all purchasers of property within the Subdivision and their successors in title.
- (4) The association shall be responsible for maintenance and insurance of conservation land.
- (5) The by-laws of the association and restrictive covenants for the Subdivision shall confer legal authority on the association to place a lien on the real property of any member who falls delinquent in dues. Such dues shall be paid with the accrued interest before the lien may be lifted.
- (6) Written notice of any proposed transfer of conservation land by the association or the assumption of maintenance for the conservation land must be given to all members of the association and to the City no less than thirty (30) days prior to such event.
- (7) The association shall have adequate staff to administer, maintain, and operate such conservation land.

**11-12-160 Maintenance of Conservation Lands.**

(a) Costs. Unless otherwise agreed to by the City, the cost and responsibility of maintaining conservation land shall be borne by the owner of the underlying fee of the conservation land.

(b) Plan. The developer shall submit a Maintenance Plan providing for and addressing the means for permanent maintenance of the conservation land within the proposed Conservation Subdivision with the Preliminary Plat application for the Subdivision. The Maintenance Plan shall provide the following:

- (1) The Plan shall define ownership.
- (2) The Plan shall establish necessary regular and periodic operation and maintenance responsibilities for the various kinds of open space (*e.g.*, lawns, playing fields, meadow, pasture, wetlands, stream corridors, hillsides, cropland, woodlands, etc.).
- (3) The Plan shall estimate staffing needs, insurance requirements, and associated costs, and define the means for funding the maintenance of the conservation land and operation of any common facilities on an on-going basis. Such funding plan shall include the means for funding long-term capital improvements as well as regular yearly operating and maintenance costs.
- (4) At the City's discretion, the applicant may be required to escrow sufficient funds for the maintenance and operation costs of common facilities for up to one year.

(c) Approval. The Maintenance Plan must be approved by the City prior to or concurrent with Final Plat approval for the Subdivision. The Maintenance Plan shall be recorded against the property and shall include provisions for the City's corrective action rights as set forth herein. Any changes or amendments to the Maintenance Plan shall be approved by the City.

(d) Failure to Maintain. In the event that the organization established to maintain the conservation land and the common facilities, or any successor organization thereto, fails to maintain all or any portion thereof in reasonable order and condition, the City may assume responsibility, as a right but not an obligation, for maintenance, in which case any escrow funds may be forfeited and any permits may be revoked or suspended.

(e) Corrective Action. The City may enter the premises and take corrective action, including extended maintenance. The costs of such corrective action may be charged to the property owner and may include administrative costs and penalties. Such costs shall become a lien on said properties. Notice of such lien shall be filed by the City in the County Recorder's office. The Maintenance Plan and all other documents creating or establishing any association or conservation organization for the property shall

reference the City's corrective action authority set forth herein and shall be recorded against the property.

Formerly "Residential Zone R-22", repealed 4/1/92, Ord. 92-08  
Recodified as "Multiple Family Residential Zones", 4/15/92, Ord. 92-14  
Chapter 12 Amended, 12/8/93, Ord. 93-44  
11-12-106 Amended, 3/2/94, Ord. 94-12  
11-12-104(1) Amended, 4/19/95, Ord. 95-15  
Recodified from Chapter 12 to Chapter 13, 4/21/99, Ord. 99-19  
New Chapter 12 Adopted, 4/21/99, Ord. 99-21  
Chapter 12 Amended and Recodified, 10/17/01, Ord. 2001-38  
Amended - 4/19/06 11-12-090 (f) Yard Regulations  
Amended 11-12-090(f) & enacted 11-12-090(g) & (h); 10/3/06 Ord. 2006-68  
Amended 11-12-090(f)(1) & 11-12-090 (f)(5) 08/18/2011 Ord. 2011-10  
Enacted 11-12-068 Fee in Lieu; Conservation Land Dedication 05/17/2011 Ord. 2011-10



# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

JOHN BILTON  
CORY R. RITZ  
CINDY ROYBAL  
JIM TALBOT  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: November 13, 2013

SUBJECT: **PROPOSED JEPPSON ANNEXATION (#A-1-13)**

### RECOMMENDATION

Approve the annexation plat and adopt the enclosed ordinance annexing the 5 + acres described in the petition and establish the zone designation of the property as LR (Large Residential) subject to the applicant including all of the property now owned by the petitioner as part of the annexation plat, including but not limited to the land encompassing the private lane connecting the property to 1500 West Street.

#### Findings:

1. The petition is within the City's future expansion area and complies with the following guidelines regarding annexations set forth in the General Plan:
  - a. Unincorporated property should only be annexed upon the request of the property owners, or to control the development of the property with uses consistent with Farmington's General Plan.
  - b. As far as is practical, property should only be annexed if costs for extending municipal services are paid for by the annexing property owners.
  - c. Small individual properties may be considered for annexation, as long as development of those properties is coordinated with surrounding properties.
  - d. As property is annexed into the City, it should be classified with the zoning designation "A", unless the owners request another zone designation. Such requests may be reviewed by the Planning Commission and City Council, at the time of annexation, and should be

handled as a rezone request. [Note: the applicant requested the LR zone, and the Planning Commission reviewed and recommended the same].

2. The annexation of all of the Jarod Jeppson property, including the private road, will reduce the chance of the creation of remnant property if/when the George Clark property to the north is annexed.

## **BACKGROUND**

The City received a petition from Jerod and Sharon Jeppson requesting the annexation of their property into the corporate limits of Farmington City (approx. 5.5 acres in northwest Farmington, but east of I-15). By resolution the City Council accepted the petition for study on August 20, 2013. As part of the this process on October 24, 2013 the Planning Commission reviewed and recommended approval of a schematic plan for the property and the zone designation of LR related thereto.

### **Supplementary Information:**

1. Vicinity Map.
2. Annexation Ordinance and Plat.

Respectively Submitted



David Petersen  
Community Development Director

Review and Concur



Dave Millheim  
City Manager



A-1-13

1

→ N

**ORDINANCE NO. 2013 -**

**AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF FARMINGTON CITY TO INCLUDE THE ANNEXATION OF 5.28 ACRES OF PROPERTY LOCATED ADJACENT TO THE EAST SIDE OF THE SILVERWOOD SUBDIVISION PHASE 2 AND WEST OF 1500 WEST STREET.**

**WHEREAS**, there has been filed with the City Recorder of Farmington City, a petition by Jerod and Sharon Jeppson with an annexation plat showing the territory to be annexed, and requesting that the property described in said petition be annexed within the corporate limits of Farmington City; and

**WHEREAS**, the petition is signed by a majority of the owners of the real property and the owners of more than one-third in value of all real property within the territory to be annexed as shown by the last assessment rolls; and

**WHEREAS**, the petitioner has caused an accurate plat to be made and certified by a licensed engineer, or a licensed land surveyor, to be approved by the City prior to filing; and

**WHEREAS**, the Farmington City Council, on the 20<sup>th</sup> day of August 2013, passed Resolution No. 2013-18 accepting said petition for consideration; and

**WHEREAS**, notice as required by law has been given to the public and to any affected entity regarding the proposed annexation; and

**WHEREAS**, the Farmington City Council, after examining said petition, having received a recommendation from the Planning Commission, having the petition reviewed by its administrative staff, having considered the circumstances thereof at a properly advertised and noticed public hearing, and after finding said proposed annexation to be consistent and in keeping with the City's Comprehensive General Plan; and

**WHEREAS**, no objection or protest to such annexation has been received by the Davis County Boundary Commission.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH:**

**Section 1. Annexation.** The Farmington City limits are hereby enlarged and extended so as to include the below described property in south Farmington including approximately 5.28 acres of unincorporated territory in Davis County, State of Utah. The territory hereby annexed is more particularly described as follows:

A PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEGINNING AT A POINT WHICH IS NORTH 89°42'42" W 1129.2 FEET ALONG THE SECTION LINE AND SOUTH 1023.40 FEET FROM THE CENTER OF SAID SECTION 11; AND RUNNING THENCE EAST 292.71 FEET; THENCE SOUTH 01°02'11" EAST 291.92 FEET; THENCE SOUTH 83°52'19" EAST 36.50 FEET; THENCE SOUTH

12°23'09" WEST 137.18 FEET; THENCE SOUTH 61°09'14" EAST 108.37 FEET; THENCE NORTH 89°07'45" EAST 174.00 FEET; THENCE SOUTH 21°50'00" WEST 195.45 FEET; THENCE WEST 169.00; THENCE NORTH 65°53'22" WEST 97.94 FEET; THENCE SOUTH 61°55'47" WEST 85.01 FEET; THENCE WEST 115.53 FEET; THENCE NORTH 228.49 FEET; THENCE SOUTH 71°28'00" WEST 54.65 FEET; THENCE NORTH 00°02'28" WEST 449.71 FEET TO THE POINT OF BEGINNING. CONTAINING 230,077 SQ.FT. (5.28 ACRES)

**Section 2. Zoning.** Be it further ordained and declared that all property within the territory described in Section 1 is hereby zoned "LR" Large Residential, and that the Farmington City Zoning Map is hereby correspondingly amended.

**Section 3. General Jurisdiction.** Be it further ordained and declared that the said territory described above in Section 1 shall thenceforth be within the Farmington City Corporate limits and shall be zoned as provided in Section 2. All ordinances, jurisdictions, rules, and obligations of, or pertaining to, Farmington City are extended over, and made applicable and pertinent to the above described tract of land and the streets, blocks, alleys, and ways, of said tracts, shall be controlled, and governed by the ordinance, rules, and regulations of Farmington City.

**Section 4. Effective Date.** This ordinance shall become effective upon publication or posting, or 30 days after passage, whichever occurs first.

**Section 5. Filings and Notice.** The Farmington City Recorder is hereby directed to file with the Davis County Recorder, after approval by the City Engineer, a copy of the annexation plat duly certified and acknowledged together with a certified copy of this ordinance. The City Recorder is further directed to provide notice to the State Tax Commission under the provisions of Section 11-12-1 of the Utah Code Annotated, 1953, as amended.

**PASSED AND ADOPTED** by the City Council of Farmington City, State of Utah, on this 19<sup>th</sup> day of November, 2013.

FARMINGTON CITY

ATTEST:

\_\_\_\_\_  
Scott C. Harbertson  
Mayor

\_\_\_\_\_  
Margy L. Lomax, City Recorder





# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

JOHN BILTON  
CORY R. RITZ  
CINDY ROYBAL  
JIM TALBOT  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: November 13, 2013

SUBJECT: **KLOBERDANZ PLAT AMENDMENT PROPOSAL FOR THE GROVE  
(APPLICATION #S-21-13)**

### RECOMMENDATION

Approve the proposed the plat amendment combining Lots 3 and 4 of The Grove at Farmington Creek P.U.D. into one lot as requested (see enclosed letter/petition) and authorize the Mayor to sign and record the enclosed ordinance and vacation order enabling the same.

### BACKGROUND

The Kloberdanz family owns Lots 3 and 4 of the Grove P.U.D. and desires to build a home straddling the common lot line. The building code does not allow this unless the lots are combined into one lot.

Respectively Submitted

David Petersen  
Community Development Director

Review and Concur

Dave Millheim  
City Manager



7 November 2013

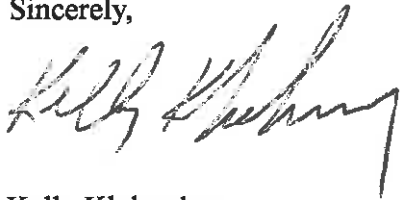
Dear Mayor and Farmington City Council,

Please consider this letter as a petition to amend Lots 3 & 4 of the Grove at Farmington Creek P.U.D. by combining said lots into one building lot. (See attached drawing)

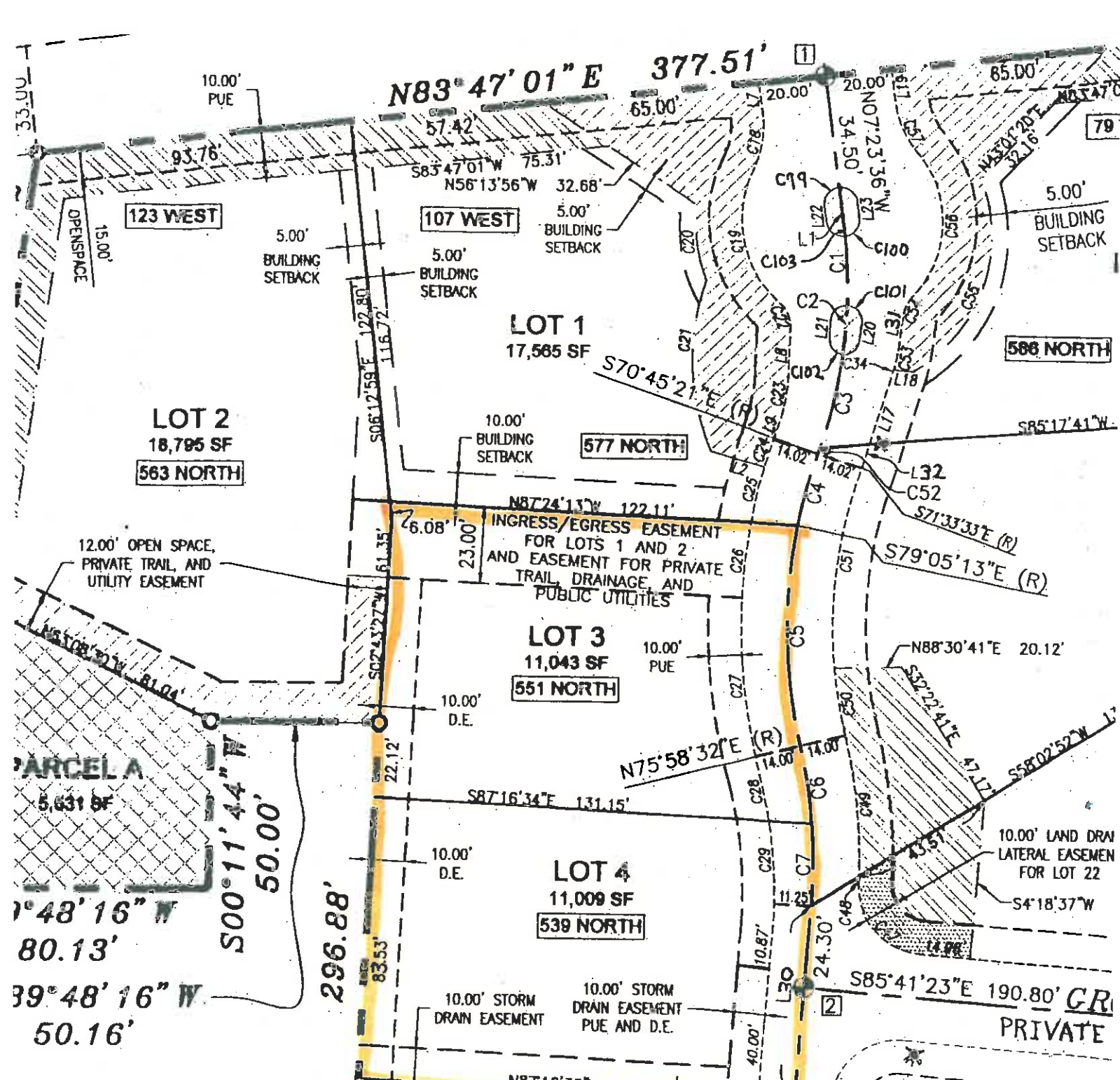
We purchased Lots 3 & 4 in July of 2012 in order to build a home. The lots were fairly small, so we purchased two in order to consolidate them into one nice size building lot.

Please favorably consider our request. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Kelly Klobberdanz". The signature is fluid and cursive, with the first name "Kelly" and last name "Klobberdanz" clearly distinguishable.

Kelly Klobberdanz  
JoEllen Shaeffer  
394 W Burton Ln  
Kaysville, UT 84037



**NOTATIONS:**

Y LINE

T LINE/CENTER LINE

UTILITY (PUE) & LOT EASEMENT (D.E.) AS NOTED.

SETBACK LINE FOR LOTS WITH SETBACKS.

LINE AS LABELED

EASEMENT LINE

EASEMENT

PROPERTY/

WAY LINE

SEE SHEET 3 OF 3

- NOTES:**
1. SHALLOW GROUND PROJECT. THE DI CONSTRUCTION OF SOILS REPORT AND
  2. FINISHED FLOOR E FEET ABOVE THE !
  3. THE WIDTH OF ALL
  4. PARCEL 'A' TO BE EASEMENT IS HERE AN EXISTING FARM
  5. ALL ROADWAYS, TI OWNERS ASSOCIATI
  6. NO PARKING ALLOW

## **ORDINANCE NO. 2013 -**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER AN ORDER VACATING ALL OF LOTS 3 AND 4 OF THE GROVE AT FARMINGTON CREEK P.U.D. AND DIRECTING THAT THE SAME BE RECORDED WITH THE DAVIS COUNTY RECORDER'S OFFICE.**

**WHEREAS**, the City has previously received a petition from Kelly Klobberdanz, fee owner, as shown on the last Davis County assessment rolls, of Lots 3 and 4 within The Grove at Farmington Creek P.U.D. to have all of Lots 3 and 4 of such subdivision vacated in order to provide for the recording of a one-lot subdivision plat to be known as "The Grove at Farmington Creek P.U.D. Amendment No. 1"; and

**WHEREAS**, the notice was sent to all owners of record of property within the The Grove at Farmington Creek P.U.D. and prescribed by State Law and no protests were received; and

**WHEREAS**, the City Council is satisfied that neither the public nor any person will be materially injured by the proposed vacation of all of Lots 3 and 4 of the The Grove at Farmington Creek P.U.D.; and

**WHEREAS**, the City Council desires to approve the vacation of all of Lots 3 and 4 of the The Grove at Farmington Creek P.U.D.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH:**

**Section 1. Vacation and Amendment.** The City Council hereby finds that neither the public nor any person will be materially injured by the proposed vacation of Lots 3 and 4 of the The Grove at Farmington Creek P.U.D. and hereby authorizes the Mayor to enter into a Vacation Order vacating and amending the same.

**Section 2. Recording.** The Mayor is further directed to cause the Vacation Order to be recorded in the office of the Davis County Recorder's Office in accordance with Utah Code Ann. § 10-9-810(c), as amended.

**Section 3. Severability Clause.** If any part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all provisions, clauses and words of this Ordinance shall be severable.

**Section 4. Effective Date.** This Ordinance shall become effective upon publication or posting, or thirty (30) days after passage, whichever occurs first.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,  
STATE OF UTAH, THIS 19<sup>th</sup> day of November, 2013.

**FARMINGTON CITY**

By: \_\_\_\_\_  
Scott C. Harbertson, Mayor

ATTEST:

\_\_\_\_\_  
Margy L. Lomax, City Recorder

## **VACATION AND AMENDMENT ORDER NO. 2013 -**

A petition having been submitted in writing by fee owner, as shown on the last Davis County assessment rolls, of Lots 3 and 4 within The Grove at Farmington Creek P.U.D located in Farmington City, Davis County, Utah, as shown on the recorded plat of The Grove at Farmington Creek P.U.D.

The City Council of Farmington City, Utah, hereby finds and determines that neither the public nor any person will be materially injured by the vacation of all of Lots 3 and 4 of the The Grove at Farmington Creek P.U.D. and that there is good cause for vacating the same.

NOW, THEREFORE, IT IS HEREBY ORDERED that Lots 3 and 4 of the The Grove at Farmington Creek P.U.D previously filed in the office of the Davis County Recorder, State of Utah, on the 4th day of February, 2010, in Book 4955 of the official records, Page 384, Entry No. 2509857 be and the same are hereby vacated pursuant to law to allow for the creation of a subdivision plat for the property to be recorded hereafter creating The Grove at Farmington Creek P.U.D. Amendment No. 1.

APPROVED AND ORDERED BY THE CITY COUNCIL OF FARMINGTON CITY,  
STATE OF UTAH, ON THIS 19<sup>th</sup> day of November, 2013.

FARMINGTON CITY

By: \_\_\_\_\_  
Scott C. Harbertson, Mayor

ATTEST:

\_\_\_\_\_  
Holly Gadd, City Recorder

## CITY COUNCIL AGENDA

For Council Meeting:  
November 19, 2013

**S U B J E C T:** Resolution Approving the form of the Lease/Purchase Agreement with Zions First National Bank, Salt Lake City, Utah and Authorizing the Execution and Delivery thereof.

### **ACTION TO BE CONSIDERED:**

Approve the enclosed resolution of the lease purchase agreement with Zions Bank for the land on 650 W for the park.

### **GENERAL INFORMATION:**

See enclosed staff report prepared by Keith Johnson.

**NOTE:** Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

JOHN BILTON  
CORY R. RITZ  
CINDY ROYBAL  
JIM TALBOT  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: November 13, 2013

Subject: **APPROVAL OF THE RESOLUTION FOR THE LEASE PURCHASE AGREEMENT WITH ZIONS BANK FOR PARK LAND.**

### RECOMMENDATIONS

Approve the enclosed resolution of the lease purchase agreement with Zions Bank for the land on 650 W for the park.

### BACKGROUND

As you know the City is purchasing land for the park on 650 W. from Lindorf . The acquisition of this park property is part of the park impact fees that the City is currently collecting. The City has not collected enough park impact fees to pay for all of the purchase of this land, so it intends to borrow against the property to be paid back over the next 7 years from park impact fees that will be collected over this time.

Enclosed is the resolution of the lease agreement with Zions Bank that needs to be approved and the debt service schedule for the payments over the next 7 years.

Respectfully Submitted,

Keith Johnson,  
Assistant City Manager

Review and Concur,

Dave Millheim,  
City Manager

EXHIBIT C

RESOLUTION OF GOVERNING BODY

**A resolution approving the form of the Lease/Purchase Agreement with Zions First National Bank, Salt Lake City, Utah and authorizing the execution and delivery thereof.**

*Whereas*, The City Council (the "Governing Body") of Farmington City (the "Lessee") has determined that the leasing of the property described in the Lease/Purchase Agreement (the "Lease/Purchase Agreement") presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

*Whereas*, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

*Whereas*, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

*Be it resolved* by the Governing Body of Farmington City as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

STATE OF UTAH

COUNTY OF DAVIS

)  
) ss.  
)

I, \_\_\_\_\_ hereby certify that I am the duly qualified and acting  
\_\_\_\_\_ of Farmington City (the "Lessee").  
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on \_\_\_\_\_, 2013, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on \_\_\_\_\_.

*In witness whereof*, I have hereunto set my hand on behalf of the Lessee this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

**\$1,217,000.00**  
**Farmington City**  
**Lease Purchase Agreement**

- 
1. Lease/Purchases Agreement of the Farmington City
  2. Exhibit A. Calculation of Interest Component
  3. Exhibit B. Description of Leased Property
  4. Exhibit C. Resolution of Governing Body
  5. Exhibit D. Opinion of Lessee's Counsel
  6. Exhibit E. Security Documents
  7. Form 8038-G
  8. Wire Transfer Request

AFTER RECORDING RETURN TO:

KIRSI HANSEN  
PUBLIC FINANCIAL SERVICES  
ZIONS FIRST NATIONAL BANK  
ONE SOUTH MAIN STREET, 17<sup>TH</sup> FLOOR  
SALT LAKE CITY, UT 84133

---

LEASE/PURCHASE AGREEMENT

Dated as of November 22, 2013

by and between

**ZIONS FIRST NATIONAL BANK,**  
as Lessor

and

**FARMINGTON CITY,**  
as Lessee

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## LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, dated as of November 22, 2013, by and between ZIONS FIRST NATIONAL BANK, a national banking association duly organized and existing under the laws of the United States of America, as lessor (the "Bank"), and Farmington City (the "Lessee"), a public agency of the State of Utah (the "State"), duly organized and existing under the Constitution and laws of the State, as lessee;

### WITNESSETH:

WHEREAS, the Lessee desires to finance the acquisition and/or construction of the real property and/or improvements, and/or the acquisition of the equipment and/or other personal property, described as the "Leased Property" in Exhibit B (the "Leased Property") by entering into this Lease/Purchase Agreement with the Bank (the "Lease"); and

WHEREAS, the Bank agrees to lease the Leased Property to the Lessee upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the Original Term of this Lease, and any subsequent Renewal Terms (as herein defined), shall not extend beyond the 12-month period comprising the Lessee's then current fiscal year, and that the payment obligation of the Lessee hereunder shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS AND EXHIBITS

**SECTION 1.1 Definitions and Rules of Construction.** Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Lease, refer to this Lease as a whole.

"Bank" shall have the meaning set forth in the Preamble hereof.

"Business Day" means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" means the date this Lease is executed by the Bank and the Lessee.

“Environmental Law” means all federal, state or local laws, statutes, regulations, ordinances and other provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations and all common law relating to public health and safety, worker health and safety, pollution, the environment, wetlands, the preservation and reclamation of natural resources or waste management, including without limitation all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or cleanup of any hazardous materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, solvents, urea formaldehyde, dioxins, polychlorinated biphenyls, noise or radiation, each as amended and as now or hereafter in effect. The term Environmental Law shall include (by way of illustration rather than limitation) the Clean Water Act, 33 U.S.C. Section 1251, et seq., the Clean Air Act, 42 U.S.C. Section 7401, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 135, et seq., and the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq. and any regulations, guidelines, directives or other interpretations of any such enactment, all as amended from time to time.

“Event of Nonappropriation” shall have the meaning set forth in Section 3.2 hereof.

“Governing Body” means the governing body of the Lessee.

“Hazardous Materials” means any hazardous, dangerous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance the manufacture, storage, transport, generation, use, treatment, exposure to, release, threatened release, discharge, remediation, cleanup, abatement, removal, possession, recycling, disposal or other disposition of which is prohibited or regulated (including without limitation, being subjected to notice, reporting, record keeping, or clean-up requirements) by any Environmental Law.

“Lease Payments” means the rental payments described in Exhibit A hereto.

“Lease Payment Date” shall have the meaning set forth in Section 3.4(a) hereof.

“Leased Property” shall have the meaning set forth in the Whereas clauses hereof.

“Lessee” shall have the meaning set forth in the Preamble hereof.

“Net Proceeds” means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.

“Obligation Instrument” shall have the meaning set forth in Section 2.1(c) hereof.

“Original Term” shall have the meaning set forth in Section 3.2 hereof.

“Permitted Encumbrances” means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.

"Rebate Exemption" shall have the meaning set forth in Section 2.1(l)(ii)(A) hereof.

"Regulations" shall have the meaning set forth in Section 2.1(l)(i) hereof.

"Renewal Term" shall have the meaning set forth in Section 3.2 hereof.

"Scheduled Term" shall have the meaning set forth in Section 3.2 hereof.

"State" shall have the meaning set forth in the Preamble hereof.

"Term" or "Term of this Lease" means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.

SECTION 1.2 Exhibits. Exhibits A, B, C, D and E attached to this Lease are by this reference made a part of this Lease.

## ARTICLE II

### REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Bank as follows:

(a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an "Obligation Instrument"), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

**By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:**

**(A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and**

**(B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.**

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Leased Property that is higher in priority to the Bank's interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) Compliance with Open Meeting Requirements. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

(e) Compliance with Bidding Requirements. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.

(f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.

(g) Opinion of Lessee's Counsel. The letter attached to this Lease as Exhibit D is a true opinion of Lessee's counsel.

(h) Governmental Use of Leased Property. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.

(i) Other Representations and Covenants. The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(j) No Nonappropriations. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(k) No Legal or Environmental Violation. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute, ordinance or regulation, including without limitation, any Environmental Law, to the best of the Lessee's knowledge. Neither the Lessee nor, to the best of Lessee's knowledge, any third party, has used, generated, manufactured, stored or disposed of on, under or about the Leased Property or transported to or from the Leased Property any Hazardous Materials.

In the event Hazardous Materials are discovered, and must be removed or remediated, and to the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, and its directors, officers, shareholders, employees, and agents, and successors to the Bank's interest in the chain of title to the Leased Property, and their directors, officers, shareholders, employees, and agents, from and against any and all loss, claim, damages, expense or liability, including reasonable attorneys' fees and other litigation expenses, to the full extent of such action as attributable, directly or indirectly, to:

- (i) the presence or use of, generation, storage, release, threatened release, or disposal of Hazardous Materials by any person on, in or under the Leased Property;
- (ii) use of the Leased Property or any part thereof as a dump site, permanent or temporary storage site or transfer station for any Hazardous Materials;
- (iii) violation of any Environmental Law affecting the Leased Property or any part thereof or any activity conducted on any part of the Leased Property; and
- (iv) any action or proceeding before any court, quasi-judicial body or administrative agency relating to the enforcement of any Environmental Law affecting the Leased Property or any part thereof or any activity conducted on any part of the Leased Property;

including, without limitation, all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the use, generation, manufacture, storage, or disposal of Hazardous Materials, by the Lessee or any prior owner or operator of the Leased Property, including, without limitation, the cost of any required and necessary repair, cleanup, remediation, or detoxification and the preparation of any disclosure, or other required plans, whether such action is required or necessary prior to or following transfer of title to the Leased Property.

(l) General Tax and Arbitrage Representations and Covenants

(i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies and covenants as follows:

(A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.

(B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions, certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

(C) The Scheduled Term of this Lease does not exceed the useful life of the Leased Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Leased Property.

(D) Each advance of funds by the Bank to finance Leased Property under this Lease (each an "Advance") will occur only when and to the extent that the Lessee has reasonably determined and identified the nature, need, and cost of each item of Leased Property pertaining to such Advance.

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.

(F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.

(G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:

(I) none of the proceeds from this Lease or the Advances or any facilities or assets financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code;

(II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and

(III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property, and shall not be derived from payments in respect of such property.

(H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.

(I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.

(J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto will not reimburse the Lessee for any expenditures incurred prior to the date of this Lease and do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to be excludable from gross income under the Code or any predecessor provision of law.

(L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.

(M) None of the proceeds of this Lease or the Advances to be made hereunder will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the yield on this Lease or otherwise invested in any manner. No portion of the Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

(N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III) the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

(O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion of the Leased Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Leased Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.

(P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.

(Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

(ii) Arbitrage Rebate Under Section 148(f) of the Code. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):

☐ (A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

(2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

(3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).

(4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed \$5,000,000 in face amount, or \$15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than \$5,000,000 under Section 148(f)(4)(D) of the Code (\$15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

- or -

☐ (B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.

(m) Small Issuer Exemption from Bank Nondeductibility Restriction. Based on the following representations of the Lessee, the Lessee hereby designates this Lease and the interest components of the Lease Payments hereunder as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code: (i) this Lease and the Lease Payments hereunder are not private activity bonds within the meaning of Section 141 of the Code; (ii) the Lessee reasonably anticipates that it, together with all "aggregated issuers," will not issue during the current calendar year obligations (other

than those obligations described in clause (iii) below) the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code which, when aggregated with this Lease, will exceed an aggregate principal amount of \$10,000,000; (iii) and notwithstanding clause (ii) above, the Lessee and its aggregated issuers may have issued in the current calendar year and may continue to issue during the remainder of the current calendar year private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code. For purposes of this subsection, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee. The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code.

**SECTION 2.2 Representations, Covenants and Warranties of the Bank.** The Bank is a national banking association, duly organized, existing and in good standing under and by virtue of the laws of the United States of America, has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease, constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

### ARTICLE III

#### AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

**SECTION 3.1 Lease.** The Bank hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein.

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D and E hereto.

**SECTION 3.2 Term.** The original term of this Lease shall commence on the date of execution of this Lease, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D and E attached hereto, and continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the "Original Term"). Thereafter, this Lease will be extended for successive additional periods of one year coextensive with Lessee's fiscal year, except for the last such period which may be less than a full fiscal year, (each, a "Renewal Term") subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on January 15, 2021, unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the "Scheduled Term" irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an "Event of Nonappropriation"), this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

**SECTION 3.3 Termination.** This Lease will terminate upon the earliest of any of the following events:

(a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;

(b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;

(c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein; or

(d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

#### SECTION 3.4 Lease Payments.

(a) Time and Amount. During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the "Lease Payment Date").

(b) Rate on Overdue Payments. In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.

(c) Additional Payments. Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.

SECTION 3.5 Possession of Leased Property Upon Termination. Upon termination of this Lease pursuant to Sections 3.3(a) or 3.3(c), the Lessee shall transfer the Leased Property to the Bank in such manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property. To the extent the Leased Property is equipment or fixtures, the Lessee at the Bank's direction shall ship such Leased Property to the destination designated by the Bank by loading such Leased Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.

SECTION 3.6 No Withholding. Notwithstanding any dispute between the Bank and the Lessee in connection with this Lease or otherwise, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon,

nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 Net Lease. This Lease shall be deemed and construed to be a "net-net-net lease" and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Lease Payments or other sums for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

## ARTICLE IV

### INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank's option, will either self insure, or at Lessee's cost, will cause casualty insurance, public liability insurance, and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and to be in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be the named insured on such policies as its interest under this Lease may appear. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance satisfactory to Bank, if any, together with receipts for the initial premiums before the Leased Property is delivered to Lessee. Renewal policies, if any together with receipts showing payment of the applicable premiums will be delivered to Bank at least thirty (30) days before termination of the policies being renewed. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workmen's compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

SECTION 4.2 Damage to or Destruction of the Leased Property. If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have

accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

**SECTION 4.3 Flood Insurance.** If, at any time during the term of this Lease Agreement, it is determined that any part of the Leased Property is located in a flood zone, as determined in accordance with 12 CFR Chapter 1, Part 22 or its successor (the "Flood Insurance Regulations"), the Lessee, at its own expense, shall obtain and maintain for the entire term of this Lease Agreement flood insurance covering the Leased Property in such form and amount as is required under the Flood Insurance Regulations. If at any time during the term of this Lease Agreement, the Lessee shall fail to maintain such adequate flood insurance, the Bank may, to the extent permitted by law, purchase such insurance on the Lessee's behalf, and the cost thereof shall be deemed to be additional rent payable by the Lessee on the Bank's demand as specified in Section 5.6 of this Lease Agreement. The Lessee shall provide evidence of the renewal or replacement of such flood insurance at least 15 days prior to its expiration.

## ARTICLE V

### COVENANTS

**SECTION 5.1 Use of the Leased Property.** The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

**SECTION 5.2 Interest in the Leased Property and this Lease.** Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

### **SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.**

(a) **Maintenance; Repair and Replacement.** Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear. In exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.

(b) **Tax and Assessments; Utility Charges.** The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) **Contests.** The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Bank

with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

#### SECTION 5.4 Modification of the Leased Property.

(a) Additions, Modifications and Improvements. The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this Section; provided that if any such mechanic's lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.

SECTION 5.5 Permits. The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.

SECTION 5.6 Bank's Right to Perform for Lessee. If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.

SECTION 5.7 Bank's Disclaimer of Warranties. The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing of the Leased Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF

THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

SECTION 5.8 Indemnification. To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

SECTION 5.9 Inclusion for Consideration as Budget Item. During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

SECTION 5.10 Annual Financial Information. During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

## ARTICLE VI

### ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.

SECTION 6.2 Assignment and Subleasing by the Lessee. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

- (a) Payment Default. Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.

(b) Covenant Default. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to nonappropriation.

SECTION 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

(a) take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property;

(b) hold the Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the rent paid by a lessee of the Leased Property pursuant to such lease; and

(c) take whatever action at law or in equity may appear necessary or desirable to enforce its right hereunder.

SECTION 7.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 7.5 Waiver of Certain Damages. With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Leased Property upon an event of default.

## ARTICLE VIII

### PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds. To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Leased Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

SECTION 8.2 Option to Purchase Leased Property. Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property by paying on any date a price equal to the portion of the outstanding principal component of the Lease Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.

## ARTICLE IX

### MISCELLANEOUS

SECTION 9.1 Notices. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

If to Bank:

Zions First National Bank  
Public Financial Services  
One South Main Street, 17<sup>th</sup> Floor  
Salt Lake City, Utah 84133  
Attention: Mark Tsuyuki

If to the Lessee:

Farmington City  
160 South Main Street  
Farmington, UT 84025  
Attention: Keith Johnson

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

SECTION 9.2 System of Registration. The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

SECTION 9.3 Instruments of Further Assurance. To the extent, if any, that the Bank's interest in the Leased Property as Lessor under this Lease is deemed to be a security interest in the Leased Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Leased Property to the Bank, which security interest includes proceeds, and this Lease shall constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages, deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Leased Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Leased Property, promptly upon the request of the Bank.

SECTION 9.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

SECTION 9.5 Amendments. This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

SECTION 9.6 Section Headings. Section headings are for reference only, and shall not be used to interpret this Lease.

SECTION 9.7 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.10 Arbitration. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Lease. The arbitrator or arbitrators shall have no authority to award

punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

SECTION 9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

**ZIONS FIRST NATIONAL BANK, as Lessor**

By: \_\_\_\_\_  
Authorized Officer

**FARMINGTON CITY, as Lessee**

By: \_\_\_\_\_  
\_\_\_\_\_  
Title

STATE OF )  
COUNTY OF )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary \_\_\_\_\_ (Seal)

STATE OF )  
COUNTY OF )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary \_\_\_\_\_ (Seal)

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE\*

**1. Interest.** Interest components payable on the principal amount outstanding have been computed at the rate of 2.210 percent ( 2.21 %) per annum calculated based on actual number of days elapsed during a 360 day year.

**2. Payment Dates and Amounts.**

<u>Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Lease Payment</u>
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[SEE ATTACHED PAYMENT SCHEDULE]

## Farmington City, Utah

\$1,217,000 Real Property Lease

Dated: November 22, 2013

(7 Year Amortization)

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/22/2013	-	-	-	-	-
07/15/2014	77,200.23	2.210%	17,407.49	94,607.72	-
01/15/2015	82,012.93	2.210%	12,594.79	94,607.72	189,215.44
07/15/2015	82,919.18	2.210%	11,688.54	94,607.72	-
01/15/2016	83,835.43	2.210%	10,772.29	94,607.72	189,215.44
07/15/2016	84,761.81	2.210%	9,845.91	94,607.72	-
01/15/2017	85,698.43	2.210%	8,909.29	94,607.72	189,215.44
07/15/2017	86,645.40	2.210%	7,962.32	94,607.72	-
01/15/2018	87,602.83	2.210%	7,004.89	94,607.72	189,215.44
07/15/2018	88,570.84	2.210%	6,036.88	94,607.72	-
01/15/2019	89,549.55	2.210%	5,058.17	94,607.72	189,215.44
07/15/2019	90,539.07	2.210%	4,068.65	94,607.72	-
01/15/2020	91,539.53	2.210%	3,068.19	94,607.72	189,215.44
07/15/2020	92,551.04	2.210%	2,056.68	94,607.72	-
01/15/2021	93,573.73	2.210%	1,033.99	94,607.72	189,215.44
<b>Total</b>	<b>\$1,217,000.00</b>	<b>-</b>	<b>\$107,508.08</b>	<b>\$1,324,508.08</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$4,864.62
Average Life	3.997 Years
Average Coupon	2.2100002%
Net Interest Cost (NIC)	2.2100002%
True Interest Cost (TIC)	2.2093926%
Bond Yield for Arbitrage Purposes	2.2093926%
All Inclusive Cost (AIC)	2.5839719%

### IRS Form 8038

Net Interest Cost	2.2100002%
Weighted Average Maturity	3.997 Years

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

Purchase Farmington City Park Property described as follows:

Parcel Numbers:

Large triangle on the West: 080760005

Long rectangle in the middle: 080760109

Small rectangle on the bottom: 080760008

Remainder Parcel

Beginning at a point which is South0°05'50"East 488.83 feet along the Quarter Section Line from the Center of Section 24, Township 3 North, Range 1 West, Salt Lake Base and Meridian, David County, Utah and running thence South0°05'50"East 823.75 feet along the Quarter Section Line; thence South89°43'59"West 188.83 feet; thence North0°06'01"West 115.34 feet; thence South89°43'59"West 1073.09 feet to the Center of North Cottonwood Creek; thence North40°30'54"East 848.09 feet; thence South0°06'01"East 0.66 feet; thence North38°00'01"East 147.33 feet; thence North27°08'33"East 98.61 feet; thence North32°22'30"East 318.26 feet; thence North50°30'09"East 324.08 feet to the South line of Clark Lane as defined by the Dedication Plat of Clark Lane and State Street; thence along said street and the arc of a 450.00-foot radius curve to the left 40.63 feet, (central angle = 05°10'22", chord bearing and distance = South75°07'12"East 40.61 feet); thence South49°18'56"West 159.54 feet; thence South55°08'15"West 104.10 feet; thence South42°21'52"West 130.29 feet; thence South33°50'00"West 102.34 feet; thence South32°14'05"West 89.62 feet; thence South27°19'29"West 82.95 feet; thence North90°00'00"East 207.81 feet; thence South0°00'00"East 103.92 feet; thence North90°00'00"East 343.49 feet to the point of beginning, containing 17.245 acres.

## EXHIBIT D

### Opinion of Lessee's Counsel

To: Zions First National Bank  
One South Main Street, 17<sup>th</sup> Floor  
Salt Lake City, Utah 84133

Gentlemen:

As counsel for Farmington City ("Lessee"), I have examined duly executed originals of the Lease/Purchase Agreement (the "Lease") dated November 22, 2013, between the Lessee and Zions First National Bank, Salt Lake City, Utah ("Bank"), and the proceedings taken by Lessee to authorize and execute the Lease (the "Proceedings"). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah (the "State").
2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal, or binding.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditor's rights generally.
5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.
6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.
7. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.
9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are

sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

---

Attorney for Lessee

EXHIBIT E

SECURITY DOCUMENTS

A copy of the foregoing Lease/Purchase Agreement to which this Exhibit E is attached shall be recorded at the office of the Recorder for the County in which the Existing Property referenced therein is located.

# Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)  
► See separate instructions.  
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

## Part I Reporting Authority

If Amended Return, check here ☐

1 Issuer's name <b>Farmington City</b>		2 Issuer's employer identification number (EIN) <b>87-6000225</b>
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) <b>160 South Main Street</b>	Room/suite -----	5 Report number (For IRS Use Only) <b>3</b>
6 City, town, or post office, state, and ZIP code <b>Farmington, Utah 84025</b>		7 Date of issue <b>11/22/2013</b>
8 Name of issue <b>\$1,217,000 Lease Purchase Agreement</b>		9 CUSIP number <b>None</b>
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <b>Keith Johnson - Finance Director &amp; Assistant City Manager</b>		10b Telephone number of officer or other employee shown on 10a <b>801-451-2383</b>

## Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	0
12 Health and hospital	12	0
13 Transportation	13	0
14 Public safety	14	0
15 Environment (including sewage bonds)	15	0
16 Housing	16	0
17 Utilities	17	0
18 Other. Describe ► <b>Lease Purchase Agreement</b>	18	1,217,000 00
19 If obligations are TANs or RANs, check only box 19a	►	<input type="checkbox"/>
If obligations are BANs, check only box 19b	►	<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box	►	<input checked="" type="checkbox"/>

## Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	01/15/21	\$ 1,217,000	\$ N/A	3.997 years	2.210 %

## Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	0
23 Issue price of entire issue (enter amount from line 21, column (b))	23	1,217,000 00
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	17,000 00
25 Proceeds used for credit enhancement	25	0
26 Proceeds allocated to reasonably required reserve or replacement fund	26	0
27 Proceeds used to currently refund prior issues	27	0
28 Proceeds used to advance refund prior issues	28	0
29 Total (add lines 24 through 28)	29	17,000 00
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	1,200,000 00

## Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	N/A years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	N/A years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	N/A
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	N/A

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

**Part VI Miscellaneous**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	N/A
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .	<b>36a</b>	N/A
<b>b</b>	Enter the final maturity date of the GIC ▶ <u>N/A</u>		
<b>c</b>	Enter the name of the GIC provider ▶ <u>N/A</u>		
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	N/A
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
<b>b</b>	Enter the date of the master pool obligation ▶ <u>N/A</u>		
<b>c</b>	Enter the EIN of the issuer of the master pool obligation ▶ <u>N/A</u>		
<b>d</b>	Enter the name of the issuer of the master pool obligation ▶ <u>N/A</u>		
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input checked="" type="checkbox"/>		
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>		
<b>41a</b>	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
<b>b</b>	Name of hedge provider ▶ <u>N/A</u>		
<b>c</b>	Type of hedge ▶ <u>N/A</u>		
<b>d</b>	Term of hedge ▶ <u>N/A</u>		
<b>42</b>	If the issuer has superintegrated the hedge, check box <input type="checkbox"/>		
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box <input type="checkbox"/>		
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box <input type="checkbox"/>		
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ <u>N/A</u>		
<b>b</b>	Enter the date the official intent was adopted ▶ <u>N/A</u>		

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	Signature of issuer's authorized representative <u>Keith Johnson - Fin Dir &amp; Asst. City Mgr</u> Date _____		Type or print name and title <u>Keith Johnson - Fin Dir &amp; Asst. City Mgr</u>		
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	<u>Mark I. Tsuyuki</u>				<u>P01609368</u>
	Firm's name ▶ <u>Zions First National Bank</u>	Firm's EIN ▶ <u>87-0189025</u>			
	Firm's address ▶ <u>One South Main Street, Suite 1700, Salt Lake City, Utah 84133</u>		Phone no. <u>801-844-7817</u>		

Form

**W-9**(Rev. December 2011)  
Department of the Treasury  
Internal Revenue Service**Request for Taxpayer  
Identification Number and Certification****Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

**Employer identification number**

				-							
--	--	--	--	---	--	--	--	--	--	--	--

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign  
Here**Signature of  
U.S. person ▶

Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

#### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

#### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

#### Specific Instructions

##### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## CITY COUNCIL AGENDA

For Council Meeting:  
November 19, 2013

### **SUBJECT: City Manager Report**

1. Kestrel Bay Storm Drainage Proposal
2. City Council Orientation – December 4<sup>th</sup>
3. Farmington Canyon Road Closed November 1st

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

**Kestrel Bay P.U.D.**  
**Engineer's Estimate**  
**Oct. 29th, 2013**  
**by Scott Balling P.E.**

## **54 inch Pipe, Materials Only**

### **Steed Creek Overflow Drain**

Item No.	Units	Description	Quantity	Unit Price	Total Price
1	Lin. Ft.	54" C76-ClII Reinforced Concrete Pipe	940	\$ 104.15	\$ 97,901.00
2	Each	84" Dia. Manholes with Ring and Cover	3	\$ 3,264.00	\$ 9,792.00
3	Lump Sum	Cast in Place Connection to Existing Drain Box	Lump Sum	\$ 6,000.00	\$ 6,000.00
4	Lump Sum	Cast in Place Tailwall with Grate (See Note Below)	Lump Sum	\$ 4,000.00	\$ 4,000.00
5	Sq.Ft.	2 inch Asphalt on 4" Base Trail replacement	7,440	\$ 1.80	\$ 13,392.00
<b>Sub-total</b>					\$ 131,085.00

The Largest Precast Flared End Section in Stock is 48". A 54" Section would be a custom build therefore we might as well cast in place.



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## Farmington Canyon Road closed Nov. 1

Friday  
November

Oct 31, 2013 | 436 views | 0 | 5 | |

**FARMINGTON** — Farmington Canyon Road will be closed on Friday, Nov. 1 to all motorized vehicles, except snowmobiles, ATV's and motorcycles.

The U.S. Forest Service gate has been modified to allow ATV and snowmobile riders, horses and foot traffic to get through even when the gate is closed, so the public can enjoy the recreational opportunities of the canyon, according to a Forest Service press release.

In years past, the Federal Aviation Administration plowed the road during the winter to allow personnel access to the radar tower on top of Francis Peak. This year, the FAA is not planning to plow the road, according to the press release.

Additionally, neither Farmington City nor the Forest Service have plans to plow above the Farmington City gate near the entrance to Farmington Pond.

Maps of roads and trails designated for snowmobiles are available on the Uinta-Wasatch-Cache National Forest website at [http://prdp2fs.ess.usda.gov/Internet/FSE\\_Documents/stelprdb5537006.pdf](http://prdp2fs.ess.usda.gov/Internet/FSE_Documents/stelprdb5537006.pdf).

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## CITY COUNCIL AGENDA

For Council Meeting:  
November 19, 2013

**S U B J E C T: Mayor Harbertson & City Council Reports**

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.